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No. 21] NEW DELHI, MAY 20—MAY 26, 2007, SATURDAY/VAISAKHA 30—JYAISTHA 5, 1929

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)
PART II—Section 3—Sub-section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिक्षा तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 11 मई, 2007

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 11th May, 2007

का.आ. 1477.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पटना उच्च न्यायालय में केन्द्रीय अन्वेषण ब्यूरो के रिटैनर काउन्सिल श्री विपिन कुमार सिन्हा, अधिवक्ता को पटना उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजन, अपीलें, पुनरीक्षणों अथवा अन्य विषय का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/18/2007-एवीडी-II]

चंद्र प्रकाश, अवर सचिव

S.O. 1477.—In exercise of the powers conferred by the provisions of sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Vipin Kumar Sinha, Advocate, Patna, a Retainer Counsel of the Central Bureau of Investigation in the Patna High Court as Special Public Prosecutor for conducting prosecutions, appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment in the Patna High Court.

[No. 225/18/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 17 मई, 2007

का.आ. 1478.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अपराधों को दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित किए जाने वाले अपराधों के रूप में विनिर्दिष्ट करती है, अर्थात् :-

- (क) तमिलनाडु संपत्ति (नुकसान और हानि निरोधक) अधिनियम, 1992 की धारा 4,
- (ख) उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, षड्यंत्रों और षडयंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों को।

[सं. 228/25/2007-एवीडी-II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 17th May, 2007

S.O. 1478.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specify the following offences which are to be investigated by the Delhi Special Establishment namely :—

- (1) Section 4 of the Tamilnadu Property (Prevention of Damage and Loss) Act, 1992,
- (2) Attempts, abetments and conspiracies in relation to or in connection with the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/25/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 17 मई, 2007

का.आ. 1479.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तमिलनाडु सरकार गृह (एससी) विभाग के दिनांक 10-05-2007 की अधिसूचना सं. एससी/2816-2/2007 के द्वारा दी गई सहमति से उतकडई पुलिस स्टेशन, जिला मदुरै, तमिलनाडु, में विस्फोटक पदार्थ अधिनियम की धारा 4 एवं 5 के साथ पठित भारतीय दंड संहिता की धारा 147, 148, 120-बी, 436, 449, 332, 307 एवं 302 के अंतर्गत दिनांक 09-05-2007 को तमिल दैनिक 'दिनाकरन' और सन टी.वी. कार्यालय परिसर में हुए हमले से संबंधित तथा उपर्युक्त अपराधों से संबंधित संसक्त प्रयत्नों, षड्यंत्रों और षडयंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए

तथा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण तमिलनाडु राज्य पर करती है।

[सं. 228/25/2007-एवीडी-II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 17th May, 2007

S.O. 1479.—In exercise of the powers conferred by Sub-section (1) of Section 5, read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Tamilnadu, Home (SC) Department vide Notification No. SC/2816-2/2007 dated 10-5-2007 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Tamilnadu for investigation in Crime No. 226/2007 of Othakadai Police Station, Madurai District, Tamilnadu under Sections 147, 148, 120-B, 436, 449, 332, 307 and 302 IPC/r/w. Section 4 & 5 of the Explosive Substances Act regarding attack on Tamil Daily 'Dinakaran' and Sun TV office premises on 09-05-2007 and abetments, attempts and conspiracies in relation to or in connection with the said offences and any other offence committed in the course of the same transaction or arising out of the same facts.

[No. 228/25/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

कार्यालय आयुक्त, केन्द्रीय उत्पाद एवं सीमा शुल्क

भोपाल, 4 मई, 2007

सं. 12/2007

का.आ. 1480.—श्री रामप्रसाद राजक, हेड हवलदार, समूह 'ब', केन्द्रीय उत्पाद एवं सीमा शुल्क, आयुक्तालय भोपाल, ऐच्छिक सेवानिवृत्ति पर, दिनांक 07-02-2007 को पूर्वान्ह में शासकीय सेवा से निवृत्त हुये।

[सी. सं. II(25)/01/2000/स्था.-1/5820]

बी. डी. बोरकर, अवर आयुक्त (का./स.)

OFFICE OF THE COMMISSIONER,
CUSTOMS AND CENTRAL EXCISE

Bhopal, the 4th May, 2007

No. 12/2007

S.O. 1480.—Shri Ramprasad Rajak, Head Hawaldar, Group 'D' Central Excise & Customs, Bhopal Commissionerate has retired voluntarily from Government Service in the forenoon of 7th February, 2007.

[C. No. II(25)/01/2000/El-I/5820]

B. D. BORKAR, Addl. Commissioner (P&V)

शिक्षा मंत्रालय

(राज्य शिक्षा)

(केन्द्रीय प्रत्यक्ष चर बोर्ड)

नई दिल्ली, 16 अप्रैल, 2007

(आयकर)

क्र. आ. 1481.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहाँ आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. आ. 193 (अ) दिनांक 30 मार्च, 1999 के लिये तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिये संख्या का. आ. 354 (अ) के लिये भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स गव्या एस्टेट्स प्राइवेट लिमिटेड, लक्ष्मी साइबर सेंटर, 8-2-682, एवेन्यू-1 (मार्ग सं. 12) बंजारा हिल्स, हैदराबाद-500034 लक्ष्मी बिल्डिंग, 1-8-48, एस. पी. रोड, तालुका एंड डिस्ट्रिक्ट-सिकंदराबाद, आन्ध्र प्रदेश में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 5-12-2006 के पत्र सं. 15/171/2005-आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है ;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एवमद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स गव्या एस्टेट्स प्राइवेट लिमिटेड, हैदराबाद द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

अनुबंध

शर्तें जिन्हें पर भारत सरकार ने मैसर्स गव्या एस्टेट्स प्राइवेट लिमिटेड, हैदराबाद द्वारा औद्योगिक पार्क की गठित किए जाने हेतु अनुमोदन प्रदान किया गया है ।

1. (i) औद्योगिक उपक्रम का नाम : गव्या एस्टेट्स प्राइवेट लिमिटेड, हैदराबाद
- (ii) प्रस्तावित स्थान : लक्ष्मी बिल्डिंग, 1-8-448, एस पी रोड, तालुका एंड डिस्ट्रिक्ट-सिकंदराबाद, आन्ध्र प्रदेश-500034
- (iii) औद्योगिक पार्क का क्षेत्रफल : 20847.50 वर्ग फीट
- (iv) प्रस्तावित कार्यकलाप :

एन आई सी. संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप					
एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रमाण	समूह	श्रेणी	
क	7	75	-	-	संचार सेवाएं
ख	8	89	892	-	डेटा प्रोसेसिंग साफ्टवेयर विकास तथा कंप्यूटर कंसल्टैंसी सेवाएं
ग	8	89	893	-	कारोबार तथा प्रबंधन कंसल्टैंसी कार्यकलाप
घ	8	89	894	-	वास्तुशिल्पीय तथा इंजीनियरी एवं अन्य तकनीकी कंसल्टैंसी कार्यकलाप
ड.	8	89	895	-	तकनीकी परीक्षण एवं विश्लेषण सेवाएं

- (v) औद्योगिक उपयोग के लिए प्रस्तावित आर्बिटीनरी क्षेत्र का प्रतिशत : 90.56%

(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:	9.44%
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या	:	03 यूनिटें
(viii)	प्रस्तावित कुल निवेश (राशि रु. में)	:	3.00 करोड़
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)	:	1.80 करोड़
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में)	:	2.75 करोड़
(xi)	औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि	:	अप्रैल, 2005

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. सूचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरों, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएँ जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।

7. मैसर्स गव्वा एस्टेट्स प्राइवेट लिमिटेड, हैदराबाद उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आर्थिक अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स गव्वा एस्टेट्स प्राइवेट लिमिटेड, हैदराबाद ऐसी किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क को अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स गव्वा एस्टेट्स प्राइवेट लिमिटेड, हैदराबाद (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है

यदि मैसर्स गव्वा एस्टेट्स प्राइवेट लिमिटेड, हैदराबाद औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार को अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में प्लान लगाना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

[अधिसूचना सं. 149/2007/फ. सं. 178/29/2007—आ.क.नि.]

दीपक गर्ग, अवर सचिव

MINISTRY OF FINANCE
(Department of Revenue)
(CENTRAL BOARD OF DIRECT TAXES)
New Delhi, the 16th April, 2007
(INCOME-TAX)

S. O. 1481.— Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide Number S.O. 193 (E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354 (E) dated the 1st day of April, 2002 for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Gavva Estates Private Limited, Laxmi Cyber Centre, 8-2-682, Avenue-1 (Road No. 12), Banjara Hills, Hyderabad-500034 is developing an Industrial Park at Laxmi Building, 1-8-448, S P Road, Taluka & District-Secunderabad, Andhra Pradesh-500034;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/171/2005-ID dated 5-12-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Gavva Estates Private Limited, Hyderabad, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The Terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Gavva Estates Private Limited, Hyderabad.

1. (i) Name of the Industrial Undertaking : Gavva Estates Private Limited.
- (ii) Proposed location : Laxmi Building, 1-8-448, S P Road, Taluka & District-Secunderabad, Andhra Pradesh-500034
- (iii) Area of Industrial Park : 20847.50 Square Feet
- (iv) Proposed activities

Nature of Industrial Activity with NIC code

Sl. No.	Section	NIC Code			Description
		Division	Group	Class	
A	7	75	-	-	Communication services.
B	8	89	892	-	Data Processing, software development and computer consultancy services.
C	8	89	893	-	Business and management consultancy activities.
D	8	89	894	-	Architectural and engineering and other technical consultancy activities.
E	8	89	895	-	Technical testing and analysis services.

(v)	Percentage of allocable area earmarked for industrial use	:	90.56%
(vi)	Percentage of allocable area earmarked for commercial use	:	9.44%
(vii)	Minimum number of Industrial Units	:	03 Units
(viii)	Total investment proposed (Amount in Rupees)	:	3.00 Crore
(ix)	Investment on built up space for industrial use (Amount in Rupees)	:	1.80 Crore
(x)	Investment on infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	:	2.75 Crore
(xi)	Proposed date of commencement of the Industrial park	:	April, 2005

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Gavva Estates Private Limited, Hyderabad, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Gavva Estates Private Limited, Hyderabad, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Gavva Estates Private Limited, Hyderabad, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may

withdraw the above approval in case M/s. Gavva Estates Private Limited, Hyderabad, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 149/2007 /P.No. 178/29/2007-ITA-II]

DEEPAK GARG, Under Secy.

नई दिल्ली, 16 अप्रैल, 2007

(अध्यक्ष)

क्र. आ. 1482.—जबकि आधुनिक अधिनियम, 1961 (1961 का 43) (जहाँ अभी उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. आ. 193 (अ) दिनांक 30 मार्च, 1999 के लिये तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354 (अ) के लिये भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 है जो इंडस्ट्रियल एरिया उद्योग विहार, सीको लिमिटेड, श्रीगंगानगर, जिला-श्रीगंगानगर, राजस्थान-335002 में एक औद्योगिक पार्क का विकास कर रहा है ।

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 26-10-2006 के पत्र सं. 15/143/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है ;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों के प्रयोग करते हुए केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुमोदित एवं प्रचारित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

अनुबंध

इस बिन्दु पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क को गठित किए जाने हेतु अनुमोदन प्रदान किया गया है ।

- | | |
|-----------------------------------|--|
| i. (i) औद्योगिक उपक्रम का नाम | : राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, |
| (ii) प्रस्तावित स्थान | : इंडस्ट्रियल एरिया उद्योग विहार, सीको लिमिटेड, श्रीगंगानगर, जिला-श्रीगंगानगर, राजस्थान-313003 |
| (iii) औद्योगिक पार्क का क्षेत्रफल | : 308.73 एकड़ |
| (iv) प्रस्तावित कार्यकलाप | |

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रमाण	समूह	श्रेणी	
क	2 और 3	-	-	-	विनिर्माण
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आवंटनीय क्षेत्र का प्रतिशत	:	97.42%		
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:	00.42%		
(vii)	औद्योगिक यूनिटों की प्रस्तावित संख्या	:	289 यूनिटें		
(viii)	प्रस्तावित कुल निवेश (राशि रुपये में)	:	721.15 लाख		
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)	:	शून्य		

- (x) अवसंरचनात्मक विकास पर निवेश : 577.09 लाख
जिसमें औद्योगिक उपयोग के लिए
निर्मित स्थान पर निवेश भी शामिल है
(रुशि रूप में)

- (xi) प्रस्तावित तिथि :

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातायुक्कूलन तथा ऐसी अन्य सुविधाएँ जो औद्योगिक कार्यक्षमता हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई अधिकरण भी शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर ऐसी अवैधता की किसी प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क को अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम के पहले ही प्रदान किया गया है।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपयुक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच विष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा ध्विष्य में एता लगाना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 150/2007/फा. सं. 178/33/2007-आ.क.नि.]

दीपक गर्ग, अवर सचिव

New Delhi the 16th April, 2007

(INCOME-TAX)

S. O. 1482.— Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide Number S.O. 193 (E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354 (E) dated the 1st day of April, 2002 for the period beginning on the 1st day of April 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur-302005 is developing an Industrial park at Industrial Area Udyog Vihar, RIICO Limited, Sriganganagar, District Sriganganagar, Rajasthan-335002;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/143/2005-IP & ID dated 26-10-2006 subject to the terms and conditions mentioned in the annexure to this notification ;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of section 80-1A of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur,

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development & Investment Corporation Limited.
- (ii) Proposed location : Industrial Area Udyog Vihar, RIICO Limited, Sriganganagar, District-Sriganganagar, Rajasthan-335002
- (iii) Area of Industrial Park : 308.73 Acres
- (iv) Proposed Activities

Nature of Industrial Activity with NIC code

NIC Code					Description
Sl. No.	Section	Division	Group	Class	
A	2 & 3	-	-	-	Manufacturing
(v)	Percentage of allocable area earmarked for industrial use	:	97.42%		
(vi)	Percentage of allocable area earmarked for commercial use	:	00.42%		
(vii)	Minimum number of Industrial Units	:	289 Units		
(viii)	Total investment proposed (Amount in Rupees)	:	721.15 Lakhs		
(ix)	Investment on built up space for industrial use (Amount in Rupees)	:	Nil		
(x)	Investment on infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	:	577.09 Lakhs		
(xi)	Proposed date of commencement of the Industrial Park	:	31-03-2006		

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 150/2007/F.No. 178/33/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 25 अप्रैल, 2007

(आयकर)

कर, आ. 1483.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहाँ आगे उक्त अधिनियम कहा गया है) की धारा 80 इ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. आ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354 (अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है :

और जबकि मैसर्स सुमा शिल्प लिमिटेड, 'सुमा शिल्प' 93/5ए, एरान्दवाने, पुणे-411004 "सुमा सेन्टर इंडस्ट्रियल पार्क". सर्वे संख्या 8+13/1/2, एरान्दवाने, जिला पुणे, महाराष्ट्र-411004 में एक औद्योगिक पार्क का विकास कर रहा है।

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 5-12-2006 के पत्र सं. 15/215/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है ;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों के प्रयोग करते हुए केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स सुमा शिल्प लिमिटेड, पुणे द्वारा विकसित तथा अनुमोदित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स सुमा शिल्प लिमिटेड, पुणे द्वारा औद्योगिक पार्क की गठित किए जाने हेतु अनुमोदन प्रदान किया गया है ।

- (i) औद्योगिक उपक्रम का नाम : मैसर्स सुमा शिल्प लिमिटेड,
(ii) प्रस्तावित स्थान : "सुमा सेन्टर इंडस्ट्रियल पार्क", सर्वे संख्या 8+13/1/2, एरान्धवाने, जिला पुणे, महाराष्ट्र-411004
(iii) औद्योगिक पार्क का क्षेत्रफल : 1622 वर्ग फीट
(iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन सी आई संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	4	-	-	-	विद्युत, गैस तथा जल
ख	7	75	-	-	संचार सेवाएं
ग	8	89	892	-	हाट प्रोसेसिंग, साफ्टवेयर विकास तथा कम्प्यूटर कंसल्टेंसी सेवाएं
घ	8	89	893	-	कारोबार तथा प्रबंधन कंसल्टेंसी कार्यकलाप
ङ	8	89	894	-	वास्तुशिल्पीय तथा इंजीनियरी एवं अन्य तकनीकी कंसल्टेंसी कार्यकलाप
च	8	89	895	-	तकनीकी परीक्षण एवं विश्लेषण सेवाएं

- (v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत : 100%
- (vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत : शून्य
- (vii) औद्योगिक यूनिटों की प्रस्तावित संख्या : 04 यूनिटें
- (viii) प्रस्तावित कुल निवेश (राशि रुपये में) : 8,27,00,000
- (ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में) : शून्य
- (x) अवसरचतान्पक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में) : 6,99,00,000
- (xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि : 15-03-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएँ जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत आधुनिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों को औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।

7. मैसर्स सुमा शिल्प लिमिटेड, पुणे उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स सुमा शिल्प लिमिटेड, पुणे ऐसी अवैधता की किसी प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम के पहले ही प्रदान किया गया है।

10. यदि मैसर्स सुमा शिल्प लिमिटेड, पुणे (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स सुमा शिल्प लिमिटेड, पुणे औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगाना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 152/2007/फा. सं. 178/40/2007—आ.क.नि.]

दीपक गर्ग, अवर सचिव

New Delhi, the 25th April, 2007

(INCOME-TAX)

S.O. 1483.— Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide Number S.O. 193 (E), dated the 30th March, 1999, for the period

beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354 (E) dated the 1st day of April, 2002 for the period beginning on the 1st day of April 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Suma Shilp Limited, 'Suma Shilp', 93/5A, Erandawane, Pune-411004, is developing an Industrial Park at "Suma Center Industrial Park", Survey No. 8+13/1/2, Erandawane, District-Pune, Maharashtra-411004;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15/215/2005-ID dated 5-12-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Suma Shilp Limited, Pune, as an Industrial Park for the purposes of the said clause (iii).

ANNEXURE

The Terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Suma Shilp Limited, Pune,

- I. (i) Name of the Industrial Undertaking : Suma Shilp Limited,
- (ii) Proposed location : "Suma Center Industrial Park", Survey No. 8+13/1/2, Erandawane, District-Pune, Maharashtra-411004
- (iii) Area of Industrial Park : 1622 Square Meters
- (iv) Proposed Activities

Nature of Industrial Activity with NIC code					Description
Sl. No.	Section	NIC Code Division	Group	Class	
A	4	-	-	-	Electricity, Gas and Water
B	7	75	-	-	Communication Services
C	8	89	892	-	Data processing, software development and computer consultancy services
D	8	89	893	-	Business and management consultancy activities
E	8	89	894	-	Architectural and engineering and other technical consultancy activities
F	8	89	895	-	Technical testing and analysis services
(v)	Percentage of allocable area earmarked for industrial use	:	100%		
(vi)	Percentage of allocable area earmarked for commercial use	:	Nil		
(vii)	Minimum number of industrial units	:	04 Units		
(viii)	Total investment proposed (Amount in Rupees)	:	8,27,00,000		
(ix)	Investment on built up space for industrial use (Amount in Rupees)	:	Nil		
(x)	Investment on infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	:	6,99,00,000		
(xi)	Proposed date of commencement of the Industrial park	:	15-3-2006		

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include: roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para-1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Suma Shilp Limited, Pune, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Suma Shilp Limited, Pune, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Suma Shilp Limited, Pune, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Suma Shilp Limited, Pune, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 152/2007/J.F.No. 178/40/2007-ITA-1]

DEEPAK GARG, Under Secy.

नई दिल्ली, 30 अप्रैल, 2007

(आयकर)

क्र. आ. 1484.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहाँ आगे उक्त अधिनियम कहा गया है) की धारा 80 इा क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ.199/1997 दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ.199/2006 के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्कों को प्रोत्साहित और अतिरिक्तित की है :

और जबकि सैमस राजस्थान स्टेड इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कर्पोरेशन लिमिटेड जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है औद्योगिक क्षेत्रों में एक एक बंधनदार, ग्राम-बॉरर्स, तहसील-लुनी, जिला-जोधपुर, राजस्थान-342001 में एक औद्योगिक पार्क का विकास कर रहा है :

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा संचायक मंत्रालय के दिनांक 20-10-2006 के पत्र सं. 15/125/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है ;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों के प्रयोग करते हुए केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुसूचित एवं प्रचारित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है ।

1. (i) औद्योगिक उपक्रम का नाम : राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कार्पोरेशन लिमिटेड,
 (ii) प्रस्तावित स्थान : एगो फूड पार्क बोरनंदा, ग्राम-बोरनंदा, तहसील-लूनी, जिला-जोधपुर, राजस्थान-342001
 (iii) औद्योगिक पार्क का क्षेत्रफल : 193.54 एकड़
 (iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 और 3	-	-	-	विनिर्माण
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आवंटनीय क्षेत्र का प्रतिशत	:	93.81%		
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:	6.19%		
(vii)	औद्योगिक यूनिटों की प्रस्तावित संख्या	:	158 यूनिटें		
(viii)	प्रस्तावित कुल निवेश (राशि रुपए में)	:	1350.73 लाख		
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)	:	शून्य		
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में)	:	1158.92 लाख		
(xi)	औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि	:	31-3-2006		

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), अलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएँ जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं ।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है ।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के

अनुसार अलग से लिया जाएगा।

6. इसे अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर ऐसी अवैधता की किसी प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता युनित संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगाना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देता।

[अधिसूचना सं. 153/2007/फा. सं. 178/44/2007—आ.क.नि.]

दीपक गर्ग, अवर सचिव

New Delhi the 30th April, 2007

(INCOME-TAX)

S. O. 1484. — Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide Number S.O. 193 (E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354 (E) dated the 1st day of April, 2002 for the period beginning on the 1st day of April 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur-302005 is developing an industrial park at Industrial Area Agro Food Park, Boranada, Village-Boranada, Tehsil-Luni, District-Jodhpur, Rajasthan-342001;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15 (125)/2005-IP and ID dated 20-10-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The Terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development & Investment Corporation Limited.
- (ii) Proposed location : Industrial Area Agro Food Park, Boranada, Village-Boranada, Tehsil-Luni, District-Jodhpur, Rajasthan-342001
- (iii) Area of Industrial Park : 193.54 Acres
- (iv) Proposed Activities

Nature of Industrial Activity with NIC code

NIC Code					Description
Sl. No.	Section	Division	Group	Class	
A	2 & 3	-	-	-	Manufacturing
(v)	Percentage of allocable area earmarked for industrial use	:	93.81%		
(vi)	Percentage of allocable area earmarked for commercial use	:	6.19%		
(vii)	Minimum number of Industrial Units	:	158 Units		
(viii)	Total investment proposed (Amount in Rupees)	:	1350.73 Lakhs		
(ix)	Investment on built up space for industrial use (Amount in Rupees)	:	Nil		
(x)	Investment on infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	:	1158.92 Lakhs		
(xi)	Proposed date of commencement of the Industrial park	:	31-03-2006		

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph(b) of paragraph 6 of S.O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 153/2007/F.No. 178/44/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 30 अप्रैल, 2007

(आयकर)

का. अ. 1485.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. अ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2004 को समाप्त अवधि के लिए संख्या का. अ. 354 (अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड जिसका पंजीकृत कार्यालय सं. 26, 8/डो, शेक्सपीयर सारणी, डिम्पल कोर्ट, कोलकाता में है सर्वेक्षण सं. 91-93, चौरसांद्रा गाँव, अट्टोबेले हुबली, बंगलौर में एक औद्योगिक पार्क का विकास कर रहा है ।

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 11-04-2006 के पत्र सं. 15/34/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है ;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता द्वारा विकसित तथा अनुमोदित एवं प्रचालित किए आ रहे उक्त उपक्रम को अधिसूचित करती है ।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है ।

- | | |
|-----------------------------------|--|
| 1. (i) औद्योगिक उपक्रम का नाम | : आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता |
| (ii) प्रस्तावित स्थान | : सर्वेक्षण सं. 91-93, चौरसांद्रा गाँव अट्टोबेले हुबली, बंगलौर |
| (iii) औद्योगिक पार्क का क्षेत्रफल | : 3,63,911.17 वर्ग फुट |
| (iv) प्रस्तावित कार्यकलाप | |

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता		विवरण			
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	8	89	892	892.2	साफ्टवेयर आपूर्ति सेवाएं
(v)	औद्योगिक उपयोग के लिए प्रस्तावित	:	95%		
	आबंटनीय क्षेत्र का प्रतिशत				
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित	:	5%		
	भूमि का प्रतिशत				
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या	:	03 यूनिटें		
(viii)	प्रस्तावित कुल निवेश (राशि रुपये में)	:	30,53,24,063		
(ix)	औद्योगिक उपयोग के लिए निर्मित	:	22,53,77,237		
	स्थान पर निवेश (राशि रुपये में)				
(x)	अवसंरचनात्मक विकास पर निवेश	:	29,49,79,592		
	जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में)				
(xi)	औद्योगिक पार्क के आरंभ होने की	:	1-4-2005		
	प्रस्तावित तिथि				

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट शालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता ऐसी अवैधता की किसी प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम के पहले ही प्रदान किया गया है।

10. यदि मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्निरी उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्निरी उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्निरी उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 को उद्यमशीलता सहायता युनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उत्पादन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 154/2007/फा. सं. 178/47/2007—आ.क.नि.1]

दीपक गर्ग, अवर सचिव

New Delhi, the 30th April, 2007

(INCOME-TAX)

S.O. 1485.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354 (E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. RGA Software Systems Private Limited, having registered office at No. 26, 8/D, Shakespeare Sarani, Dimple Court, Kolkata, is developing an Industrial Park at Sy. No. 91-93, Veerasandra Village, Attibele Hobli, Bangalore;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/34/05-IP&ID dated 11-04-2005 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. RGA Software Systems Private Limited, Kolkata, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. RGA Software Systems Private Limited, Kolkata.

- | | |
|---|--|
| 1. (i) Name of the Industrial Undertaking | : RGA Software Systems Private Limited |
| (ii) Proposed location | : Sy. No. 91-93, Veerasandra Village,
Attibele Hobli
Bangalore |
| (iii) Area of Industrial Park | : 3,63,911.17 Square Feet |
| (iv) Proposed activities | |

Nature of Industrial activity with NIC code

S.No.	NIC Code				Description
	Section	Division	Group	Class	
A	8	89	842	8922	Software supply services

- | | |
|---|-------|
| (v) Percentage of allocable area earmarked for Industrial use | : 95% |
|---|-------|

(vi) Percentage of allocable area earmarked for commercial use	: 5%
(vii) Minimum number of industrial units	: 3 Units
(viii) Total investments proposed (Amount in Rupees)	: 30,53,24,063
(ix) Investment on built up space: for Industrial use (Amount in Rupees)	: 22,53,77,237
(x) Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	: 29,49,79,592
(xi) Proposed date of commencement of the Industrial Park	: 1-4-2005

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. RGA Software Systems Private Limited, Kolkata, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under Sub-section 4(iii) of Section 80IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. RGA Software Systems Private Limited, Kolkata, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information /misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. RGA Software Systems Private Limited, Kolkata, transfer the operation and maintenance of the industrial park (i.e., transfer or undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. RGA Software Systems Private Limited, Kolkata, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 154/2007/F. No. 178/47/2007-ITA.I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 30 अप्रैल, 2007

(आयकर)

का.आ. 1486.—जबकि आयकर अधिनियम 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193 (1 अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, औद्योगिक क्षेत्र संगरिया फेस-II, जिला हनुमानगढ़, राजस्थान में एक औद्योगिक पार्क का विकास कर रहा है।

और जबकि केन्द्र सरकार ने इस अधिसूचना के अन्वय में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 26-10-2006 के पत्र सं. 15/148/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब इसलिए उक्त आयकर अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जयपुर द्वारा विकसित तथा अनुमोदित एवं प्रमाणित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन्हें पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है।

- | | |
|-----------------------------------|--|
| 1. (i) औद्योगिक उपक्रम का नाम | : मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., |
| (ii) प्रस्तावित स्थान | : औद्योगिक क्षेत्र संगरिया फेस-II,
जिला हनुमानगढ़, राजस्थान |
| (iii) औद्योगिक पार्क का क्षेत्रफल | : 58.19 एकड़ |
| (iv) प्रस्तावित कार्यकलाप | |

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

क्रम सं.	एन आई सी संहिता			विवरण
	अनुभाग	प्रभाग	समूह	
क	2 एवं 3	-	-	सभी विनिर्माण गतिविधियाँ
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत			: 96.44%
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत			: 3.56%
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या			: 37 यूनिटें
(viii)	प्रस्तावित कुल निवेश (राशि रुपए में)			: 1,75,49,000
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में)			: शून्य
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में)			: 1,20,75,000
(xi)	औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि			: 31-3-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करने के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 50% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलपूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएँ जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केंद्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जयपुर ऐसी अवैधता की किसी प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जयपुर (अर्थात् अन्तरण्यकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड कॉर्पोरेशन लि., जयपुर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 155/2007/फा. सं. 178/34/2007-आ.क. नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 30th April, 2007

(INCOME-TAX)

S.O. 1486.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur-302005 is developing an Industrial Park at Industrial Area Sangaria Phase-II, District Hanumangarh, Rajasthan;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/148/2005-IP&ID dated 26-10-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of subsection (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking, : Rajasthan State Industrial Development & Investment Corporation Limited
- (ii) Proposed location : Industrial Area Sangaria Phase II, District Hanumangarh, Rajasthan
- (iii) Area of Industrial Park : 58.19 Acres
- (iv) Proposed activities

Nature of Industrial activity with NIC code

S. No.	Section	NIC Code			Description
		Division	Group	Class	
A	2&3	—	—	—	All Manufacturing Activities

- (v) Percentage of allocable area earmarked for Industrial use : 96.44%
- (vi) Percentage of allocable area earmarked for commercial use : 3.56%
- (vii) Minimum number of industrial units : 37 Units
- (viii) Total investments proposed (Amount in Rupees) : 1,75,49,000
- (ix) Investment on built up space for Industrial use (Amount in Rupees) : Nil
- (x) Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 1,20,75,000
- (xi) Proposed date of commencement of the Industrial Park : 31-03-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80IA of the Income Tax Act, 1961

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan Industrial Development & Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 155/2007/F. No. 178/34/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 30 अप्रैल, 2007

(आयकर)

क्र.आ. 1487.—जबकि आयकर अधिनियम 1961 (1961 का 43) (यहां आगे उक्त अधिनियम, कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. आ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354(अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड जिसका पंजीकृत कार्यालय सं. 26, 8/डी, शेक्सपीयर सारणी, डिम्पल कोर्ट, कोलकाता-700 017 में है, प्लॉट सं. 3, सर्वेक्षण सं. 20 एवं 22, I फेज, इलेक्ट्रॉनिक सिटी, होसुर रोड, बंगलूर में एक औद्योगिक पार्क का विकास कर रहा है।

और जबकि केन्द्र सरकार ने इस अधिसूचना के अन्वय में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 03-05-2005 के पत्र सं. 15/35/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता द्वारा औद्योगिक पार्क गठित कि जाने हेतु अनुमोदन प्रदान किया है।

- | | |
|-----------------------------------|--|
| 1. (i) औद्योगिक उपक्रम का नाम | : आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, |
| (ii) प्रस्तावित स्थान | : प्लॉट सं. 3, सर्वेक्षण सं. 20 एवं 22, 1 फेज,
इलेक्ट्रॉनिक सिटी, होसूर रोड, बंगलूर |
| (iii) औद्योगिक पार्क का क्षेत्रफल | : 3,63,153.33 वर्ग फुट |
| (iv) प्रस्तावित कार्यकलाप : | |

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

क्रम सं.	एन आई सी संहिता				विवरण
	अनुभाग	प्रभाग	समूह	श्रेणी	
क	8	89	892	8922	साफ्टवेयर आपूर्ति सेवाएं
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आवांटीनीय क्षेत्र का प्रतिशत				: 95%
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत				: 5%
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या				: 03 यूनिटें
(viii)	प्रस्तावित कुल निवेश (राशि रुपए में)				: 34,06,34,636
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में)				: 23,71,34,636
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में)				: 32,50,95,576
(xi)	औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि				: 31 दिसम्बर 2005

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शांशन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि में निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का. आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केंद्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vi) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिसे अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अन्तर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नये अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता ऐसी अवैधता की किसी प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स आर जी ए साफ्टवेयर सिस्टम्स प्रा. लिमिटेड, कोलकाता औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगाने अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 156/2007/फा सं. 178/46/2007-आ.क. नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 30th April, 2007

(INCOME-TAX)

S.O. 1487.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. RGA Software Systems Private Limited, having registered office at No. 26, 8/D, Shakespeare Sarani, Dimple Court, Kolkata-700 017, is developing an Industrial Park at Plot No. 3, Sy. No. 20 & 22, I Phase, Electronic City, Hosur Road, Bangalore;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/35/05-IP&ID dated 3-05-2005 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. RGA Software Systems Private Limited, Kolkata, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. RGA Software Systems Private Limited, Kolkata.

- | | |
|---|--|
| 1. (i) Name of the Industrial Undertaking | : RGA Software Systems Private Limited |
| (ii) Proposed location | : Plot No. 3, Sy. No. 20 & 22, I Phase, Electronic City, Hosur Road, Bangalore |
| (iii) Area of Industrial Park | : 3,63,153.33 Square Feet |

(iv) Proposed activities :

Nature of Industrial activity with NIC code					
		NIC Code			Description
S. No.	Section	Division	Group	Class	
A	8	89	892	892.2	Software supply services
(v)	Percentage of allocable area earmarked for Industrial use				: 95%
(vi)	Percentage of allocable area earmarked for commercial use				: 5%
(vii)	Minimum number of industrial units				: 3 Units
(viii)	Total investments proposed (Amount in Rupees)				: 34,06,34,636
(ix)	Investment on built up space for Industrial use (Amount in Rupees)				: 23,71,34,636
(x)	Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees)				: 32,50,95,576
(xi)	Proposed date of commencement of the Industrial Park				: 31 December, 2005

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. RGA Software Systems Private Limited, Kolkata, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. RGA Software Systems Private Limited, Kolkata, shall be solely responsible for any repercussions of such invalidity, if

(i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.

(ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking

10. In case M/s. RGA Software Systems Private Limited, Kolkata, transfer the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department

of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. RGA Software Systems Private Limited, Kolkata, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 156/2007/F. No. 178/46/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 30 अप्रैल, 2007

(आयकर)

कर.अ. 148B.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहाँ आगे उक्त अधिनियम कहा गया है) की धारा 80-झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ) दिनांक 1 अप्रैल, 2002 के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इनवेस्टमेंट कॉर्पोरेशन लिमिटेड, जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, इंडस्ट्रियल एरिया ईपीआईपी, चोरनाडा, ग्राम-बोरनाडा, तहसील-लूनी, जिला जोधपुर, राजस्थान में एक औद्योगिक पार्क का विकास कर रहा है।

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 20-10-2006 के पत्र सं. 15/124/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80-झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इनवेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इनवेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

- | | |
|---------------------------------------|--|
| 1. (i) औद्योगिक उपक्रम का नाम | : राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इनवेस्टमेंट कॉर्पोरेशन लिमिटेड, |
| (ii) प्रस्तावित स्थान | : इंडस्ट्रियल एरिया ईपीआईपी, चोरनाडा, ग्राम-बोरनाडा, तहसील-लूनी, जिला जोधपुर, राजस्थान |
| (iii) औद्योगिक पार्क का कुल क्षेत्रफल | : 207.00 एकड़ |
| (iv) प्रस्तावित कार्यकलाप | |

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 एवं 3	—	—	—	विनिर्माण
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत				: 95.46%
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत				: 4.54%
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या				: 107 यूनिटें

- (viii) प्रस्तावित कुल निवेश (राशि रूप में) : 2191.27 लाख
- (ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रूप में) : शून्य
- (x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रूप में) : 1939.98 लाख
- (xi) औद्योगिक पार्क के आरंभ होने की तिथि : 31-03-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अवसंरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएँ जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो निर्धारणीय हैं एवं वाणिज्यिक दृष्टि से उपलब्ध कराई जाती हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए निम्न औद्योगिक क्षेत्र का 50 से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अंतर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इसे अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80-झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होगा तो आयकर अधिनियम, 1961 की धारा 80-झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर ऐसी किसी अवैधता की प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/त्रुटिपूर्ण सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु ही जिम्मेदार लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया हो।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुसंधान किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 को उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ साथ औद्योगिक पार्क स्कीम, 2002 में शामिल शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा परिवर्धन में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देता।

[अधिसूचना सं. 157/2007/फा. सं. 178/42/2007-आ.क. वि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 30th April, 2007

(INCOME-TAX)

S. O. 1488.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur-302 005 is developing an Industrial Park at Industrial Area EPIP, Boranada, Village-Boranada, Tehsil-Luni, District Jodhpur, Rajasthan;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/124/2005-IP&ID dated 20-10-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an Industrial Park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking, : Rajasthan State Industrial Development & Investment Corporation Limited,
- (ii) Proposed location, : Industrial Area EPIP, Boranada, Village- Boranada, Tehsil-Luni, District-Jodhpur, Rajasthan.
- (iii) Area of Industrial Park : 207.00 Acres
- (iv) Proposed activities

Nature of Industrial activity with NIC code				
S. No.	Section	NIC Code		Description
A	2 & 3	Division	Group	Class
		—	—	Manufacturing
(v)	Percentage of allocable area earmarked for Industrial use			: 95.46%
(vi)	Percentage of allocable area earmarked for commercial use			: 4.54%
(vii)	Minimum number of industrial units			: 107 Units
(viii)	Total investments proposed (Amount in Rupees)			: 2191.27 lakhs
(ix)	Investment on built up space : for Industrial use (Amount in Rupees)			: Nil
(x)	Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees)			: 1939.98 lakhs
(xi)	Proposed date of commencement of the Industrial Park			: 31-03-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure

on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central Tax laws.

5. Necessary approvals, including that for foreign direct investment or non resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if

(i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.

(ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, transfer the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 157/2007/JF, No. 178/42/2007-ITA-1]

DEEPAK GARG, Under Secy.

श्री दिवसी 30 अप्रैल, 2007

(आवक)

का.आ. 1489.—जबकि आधुनिक अधिनियम 1961 (1961 का 43) (यहाँ आगे उक्त अधिनियम कहा गया है) की धारा 80 इ क की उपधारा (4) क खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 192 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ) दिनांक 1 अप्रैल, 2002 के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है:

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302 005 में है, ग्रोध सेन्टर धौलपुर, जिला-धौलपुर, राजस्थान में एक ग्रोध सेन्टर का विकास कर रहा है।

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 25-09-2006 के पत्र सं. 15/120/2005-आई पी एंड आई डी के अन्तर्गत उक्त प्रोध सेन्टर को अनुमोदित किया है;

अब इसलिए उक्त आयकर अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुमोदित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा प्रोध सेन्टर गठित किए जाने हेतु अनुमोदन प्रदान किया है।

- | | |
|-------------------------------------|---|
| 1. (i) औद्योगिक उपक्रम का नाम | : राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, |
| (ii) प्रस्तावित स्थान | : प्रोध सेन्टर धौलपुर, जिला-धौलपुर, राजस्थान |
| (iii) प्रोध सेन्टर का कुल क्षेत्रफल | : 237.75 एकड़ |
| (iv) प्रस्तावित कार्यकलाप | |

एन आई सी संहिता के तहत औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुसूचा	प्रकार	समूह	श्रेणी	
क	2 एवं 3	—	—	—	विनिर्माण
(v)	औद्योगिक उपयोग के लिए प्रस्तावित अपवर्तनीय क्षेत्र का प्रतिशत				: 87.19%
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत				: 08.22%
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या				: 57 यूनिटें
(viii)	प्रस्तावित कुल निवेश (राशि रुपये में)				: 888.49 लाख
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)				: शून्य
(x)	अवसरचनारतमक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में)				: 670.13 लाख
(xi)	प्रोध सेन्टर के अंतर्भूत होने की तिथि				: 31-3-2006

2. किसी प्रोध सेन्टर में अवसरचनन विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित अवसरचनन विकास पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अब संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरण, दूषित जल सोकन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वायुमयुक्तन तथा ऐसी अन्य सुविधाएँ जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो निर्धारणीय हैं एवं वाणिज्यिक दृष्टि से उपलब्ध कराई जाती हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कॉलम (2) में उल्लिखित कोई भी एकल इकाई किसी प्रोध सेन्टर के लिए निम्न औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा यथा सम्भव प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्रक्रिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रिकार्यों के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के ग्रोथ सेन्टर में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।
7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान ग्रोथ सेन्टर का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।
8. यदि उक्त ग्रोथ सेन्टर के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होगा तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।
9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर ऐसी किसी अवैधता की प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि
 - (i) आवेदन पत्र जिसके आधार पर केंद्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/त्रुटिपूर्ण सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
 - (ii) यह उक्त ग्रोथ सेन्टर की अवस्थिति हेतु हो जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया हो।
10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) ग्रोथ सेन्टर का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 को उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।
11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केंद्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर किसी शर्त के अनुपालन में असफल रहता है।
12. केंद्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी उस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, ग्रोथ सेन्टर के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 158/2007/फा. सं. 178/38/2007-आ.क. नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 30th April, 2007

(INCOME-TAX)

S.O. 1489.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur-302005 is developing a Growth Centre at Growth Centre Dholpur, District-Dholpur, Rajasthan;

And whereas the Central Government has approved the said Growth Centre vide Ministry of Commerce and Industry letter No. 15/120/2005-IP&ID dated 25-9-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of Growth Centre by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking, : Rajasthan State Industrial Development & Investment Corporation Limited
- (ii) Proposed location : Growth Centre Dholpur, District- Dholpur, Rajasthan
- (iii) Area of Growth Centre : 237.75 Acres
- (iv) Proposed activities

Nature of Industrial activity with NIC code

S. No.	Section	NIC Code			Description
		Division	Group	Class	
A	2&3	—	—	—	Manufacturing
(v)	Percentage of allocable area earmarked for Industrial use				: 87.19%
(vi)	Percentage of allocable area earmarked for commercial use				: 08.22%
(vii)	Minimum number of industrial units				: 57 Units
(viii)	Total investments proposed (Amount in Rupees)				: 888.49 Lakhs
(ix)	Investment on built up space for Industrial use (Amount in Rupees)				: Nil
(x)	Investment on Infrastructure Development including investment on built up space for Industrial use (Amount in Rupees)				: 670.13 lakhs
(xi)	Proposed date of commencement for the Growth Centre				: 31-03-2006

2. The minimum investment on infrastructure development in a Growth Centre shall not be less than 50% of the total project cost. In the case of a Growth Centre which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1 st April, 2002, shall occupy more than fifty percent of the allocable industrial area of a Growth Centre. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Growth Centre.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall continue to operate the Growth Centre during the period in which the benefits under clause (iii) of sub-section (4) of section 80-I A of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Growth Centre is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-I A of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.

- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan Industrial Development & Investment Corporation Limited, Jaipur, transfer the operation and maintenance of the Growth Centre (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Growth Centre.

(Notification No. 158/2007/E, No. 178/38/2007-ITA-I)

DEEPAK GARG, Under Secy.

नई दिल्ली, 30 अप्रैल, 2007

(आयकर)

क्र.आ. 1490.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या क्र.आ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या क्र.आ. 354(अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, औद्योगिक क्षेत्र भीलवाड़ा IV फेज, जिला-भीलवाड़ा, राजस्थान-311 001 में एक औद्योगिक पार्क का विकास कर रहा है।

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 6-9-2006 के पत्र सं. 15/137/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है।

- | | |
|---------------------------------------|---|
| 1. (i) औद्योगिक उपक्रम का नाम | : मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड |
| (ii) प्रस्तापित स्थान | : औद्योगिक क्षेत्र भीलवाड़ा IV फेज, जिला-भीलवाड़ा, राजस्थान-311 001 |
| (iii) औद्योगिक पार्क का कुल क्षेत्रफल | : 118.81 एकड़ |
| (iv) प्रस्तापित कार्यकलाप | |

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

क्रम सं.	एन आई सी संहिता				विवरण
	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 एवं 3	—	—	—	विनिर्माण

(v) औद्योगिक उपयोग के लिए प्रस्तावित आवंटनीय क्षेत्र का प्रतिशत	: 82.64%
(vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	: 00.18%
(vii) औद्योगिक यूनिटों की न्यूनतम संख्या	: 76 यूनिटें
(viii) प्रस्तावित कुल निवेश (राशि रुपये में)	: 727.00 लाख
(ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)	: शून्य
(x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में)	: 441.94 लाख
(xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि	: 31-3-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलपूर्ति तथा सीवेज, दूषित जल शोधन सुविधा, टेलीफोन नेटवर्क, विद्युत उत्पादन एवं वितरण, वातावरणकूलन तथा ऐसी अन्य सुविधाएँ जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए निम्न औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आवकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आवकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अन्तर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर ऐसी अवैधता की किसी प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अगुवाई किसी दूसरे उपक्रम (अर्थात् अंतर्निरीत उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्निरीत उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्निरीत उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 159/2007/फा. सं. 178/37/2007-आ.क. नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 30th April, 2007

(INCOME-TAX)

S.O. 1490.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of section 80-1A of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006:

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office at Udyog Bhavan, Tilak Marg, Jaipur-302005 is developing an Industrial Park at Industrial Area Bhilwara IV Phase, District-Bhilwara, Rajasthan-311001;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/137/2005-IP&ID dated 6-9-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub section (4) of section 80-1A of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking. : Rajasthan State Industrial Development & Investment Corporation Limited
- (ii) Proposed location : Industrial Area Bhilwara
IV Phase, District-Bhilwara, Rajasthan-311001;

(iii) Area of Industrial Park : 118.81 Acres

(iv) Proposed activities

Nature of Industrial activity with NIC code				
S. No.	Section	Division	Group	Class
A	283	—	—	—
Manufacturing				

(v) Percentage of allocable area earmarked for Industrial use : 82.64%

(vi) Percentage of allocable area earmarked for commercial use : 00.18%

(vii) Minimum number of industrial units : 76 Units

(viii) Total investments proposed (Amount in Rupees)	: 727.00 Lakhs
(ix) Investment on built up space: for Industrial use (Amount in Rupees)	: Nil
(x) Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	: 441.94 lakhs
(xi) Proposed date of commencement of the Industrial Park	: 31-03-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of section 80IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, transfer the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

[Notification No. 159/2007/F.No. 178/37/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 30 अप्रैल, 2007

(आयकर)

का.आ. 1491.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहाँ आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, आईआईटी सेंटर महुआ रोड-हिंडोमिस्टी, जिला करौली, राजस्थान में एक औद्योगिक पार्क का विकास कर रहा है।

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 26-10-2006 के पात्र सं. 15/123/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तों के अन्तर्गत भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लि., जयपुर द्वारा औद्योगिक पार्क गठित किये जाने हेतु अनुमोदन प्रदान किया है।

- | | |
|------------------------------------|---|
| 1. (i) औद्योगिक उपक्रम का नाम | : राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, |
| (ii) प्रस्तावित स्थान | : आईआईटी सेंटर महुआ रोड-हिंडोमिस्टी, जिला करौली, राजस्थान |
| (iii) ग्रोथ सेंटर का कुल क्षेत्रफल | : 76.48 एकड़ |
| (iv) प्रस्तावित कार्यकलाप | |

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 एवं 3	-	-	-	: विनिर्माण
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आवासीय क्षेत्र का प्रतिशत				91.06%
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत				: 8.93%
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या				: 93 यूनिटें
(viii)	प्रस्तावित कुल निवेश (राशि रुपये में)				: 694.00 लाख
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)				: शून्य
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में)				: 516.00 लाख
(xi)	औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि				: 31-3-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलपूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएँ जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए निम्न औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यद्यपि समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अवैध होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर ऐसी अवैधता की किसी प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्निरी उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्निरी उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्निरी उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 160/2007/फा. सं. 178/36/2007-आ.क. नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 30th April, 2007

(INCOME-TAX)

S.O. 1491.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office at Udyog Bhavan, Tilak Marg, Jaipur-302005 is developing an Industrial Park at IID Centre Mahuwa Road Hindaumcity, District-Karauli, Rajasthan;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15/123/2005-IP&ID dated 26-10-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking. : Rajasthan State Industrial Development & Investment Corporation Limited
- (ii) Proposed location : IID Centre Mahuwa Road Hindaumcity, District Karauli, Rajasthan;
- (iii) Area of Industrial Park : 76.48 Acres
- (iv) Proposed activities

Nature of Industrial activity with NIC code					
S. No.	NIC Code		Description		
	Section	Division	Group	Class	
A	2&3	—	—	—	Manufacturing

- (v) Percentage of allocable area earmarked for Industrial use : 91.06%
- (vi) Percentage of allocable area earmarked for commercial use : 8.93%
- (vii) Minimum number of industrial units : 93Units
- (viii) Total investments proposed (Amount in Rupees) : 694.00 Lakhs
- (ix) Investment on built up space for Industrial use (Amount in Rupees) : Nil
- (x) Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 516.00 lakhs
- (xi) Proposed date of commencement for the Industrial Park : 31-03-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of section 80IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80IA of the Income Tax Act, 1961

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan Industrial Development & Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

[Notification No. 160/2007/F. No. 178/36/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 30 अप्रैल, 2007

(आयकर)

क्र. आ. 1492.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहाँ आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. आ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354 (अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स बीएसईएल इन्फ्रास्ट्रक्चर रियल्टी लिमिटेड (पूर्व में बीएसईएल इन्फॉर्मेशन सिस्टम्स लिमिटेड के नाम से जाना जाता था) जिसका पंजीकृत कार्यालय बीएसईएल टेक पार्क, प्लॉट सं. 39/5 एवं 39/5 ए, सेक्टर 30ए, वाशी रेलवे स्टेशन कॉम्प्लेक्स के सामने, वाशी, नवी मुम्बई-400 705 है, में एक औद्योगिक पार्क का विकास कर रहा है ।

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 31-12-2002 के पत्र सं. 15(10)/2002-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है ;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों के प्रयोग करते हुए केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स बीएसईएल इन्फ्रास्ट्रक्चर रियल्टी लिमिटेड, नवी मुम्बई द्वारा विकसित तथा अनुमोदित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स बीएसईएल इन्फ्रास्ट्रक्चर रियल्टी लिमिटेड, नवी मुम्बई द्वारा औद्योगिक पार्क की गठित किए जाने हेतु अनुमोदन प्रदान किया गया है ।

1. (i) औद्योगिक उपक्रम का नाम : बीएसईएल इन्फ्रास्ट्रक्चर रिजल्टी लिमिटेड (पूर्व में बीएसईएल इन्फॉर्मेशन सिस्टम्स लिमिटेड के नाम से जाना जाता था)
- (ii) प्रस्तावित स्थान 30ए, वाराणसी : प्लॉट सं. 39/5 एवं 39/5 ए, सेक्टर रेलवे स्टेशन कॉम्प्लेक्स के सामने, वाराणसी नवी मुम्बई-400 705
- (iii) औद्योगिक पार्क का क्षेत्रफल : 24253.8 वर्ग मीटर
- (iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

क्रम सं.	एन आई सी संहिता				विवरण
	अनुभाग	प्रभाग	समूह	श्रेणी	
क	8	89	892	—	डेटा प्रोसेसिंग, साफ्टवेयर डेवलपमेंट एवं कम्प्यूटर कन्सल्टेंसी सर्विसिज
ख	8	89	893	—	कारोबार तथा प्रबंधन कंसल्टेंसी कार्यकलाप
ग	8	89	894	—	वास्तुशिल्पीय तथा इंजीनियरी एवं अन्य तकनीकी कंसल्टेंसी कार्यकलाप
घ	8	89	895	—	तकनीकी परीक्षण एवं विश्लेषण सेवाएं
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आवांटीनीय क्षेत्र का प्रतिशत		:	91%	
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत		:	9%	
(vii)	औद्योगिक यूनिटों की प्रस्तावित संख्या		:	71 यूनिटें	
(viii)	प्रस्तावित कुल निवेश (राशि रुपए में)		:	56.75 करोड़ रु.	
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)		:	36.0 करोड़ रु.	
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में)		:	50.25 करोड़ रु.	
(xi)	औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि		:	31-03-2004	

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 को का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों अथवा विदेशी निवेश संरक्षण बिल के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय निवेश बैंक अथवा यथा समय प्रवृत्त किसी कानून का अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स बीएसईएल इन्फ्रास्ट्रक्चर रियल्टी लिमिटेड, नवी मुम्बई उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स बीएसईएल इन्फ्रास्ट्रक्चर रियल्टी लिमिटेड, नवी मुम्बई ऐसी अवैधता की किसी प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) वह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स बीएसईएल इन्फ्रास्ट्रक्चर रियल्टी लिमिटेड, नवी मुम्बई (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपयुक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स बीएसईएल इन्फ्रास्ट्रक्चर रियल्टी लिमिटेड, नवी मुम्बई में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा पविष्य में पता लगना अथवा किसी ठोस तथ्य का दृष्टांतन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

[अधिसूचना सं. 161/2007/फा. सं. 178/55/2007—आ.क.नि. I]

दीपक गर्ग, अवर सचिव

New Delhi, the 30th April, 2007

(INCOME-TAX)

S. O. 1492.— Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide Number S.O. 193 (E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide Number S.O. 354 (E) dated the 1st day of April, 2002 for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. BSEL Infrastructure Realty Limited (Earlier known as BSEL Information Systems Limited) having its registered office at BSEL Tech Park, Plot No. 39/5 & 39/5A, Sector 30A, Opp. Vashi Railway Station Complex, Vashi, Navi Mumbai-400705 is developing an Industrial Park at Plot No. 39/5 & 39/5A, Sector 30A, Opp. Vashi Railway Station Complex, Vashi, Navi Mumbai-400705;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15 (10)/2002-IP and ID dated 31-12-2002 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. BSEL Infrastructure Realty Limited, Navi Mumbai, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The Terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. BSEL Infrastructure Realty Limited, Navi Mumbai.

I.	(i)	Name of the Industrial Undertaking	:	BSEL Infrastructure Realty Limited (earlier known as BSEL Information Systems Limited)
	(ii)	Proposed location	:	Plot No. 39/5 & 39/5A, Sector 30A, Opp. Vashi Railway Station Complex, Vashi, Navi Mumbai-400705
	(iii)	Area of Industrial Park	:	24253.8 Square Meters
	(iv)	Proposed Activities		

Nature of Industrial Activity with NIC code

Sl. No.	NIC Code				Description
	Section	Division	Group	Class	
A	8	89	892	-	Data Processing, software development and computer consultancy services
B	8	89	893	-	Business and management consultancy activities
C	8	89	894	-	Architectural and engineering and other technical consultancy activities
D	8	89	895	-	Technical testing and analysis services

- | | | | |
|--------|---|---|------------------|
| (v) | Percentage of allocable area earmarked for industrial use | : | 91% |
| (vi) | Percentage of allocable area earmarked for commercial use | : | 9% |
| (vii) | Minimum number of Industrial Units | : | 71 Units |
| (viii) | Total investment proposed (Amount in Rupees) | : | Rs. 56.75 Crores |
| (ix) | Investment on built up space for industrial use (Amount in Rupees) | : | Rs. 36.0 Crores |
| (x) | Investment on infrastructure development including investment on built up space for industrial use (Amount in Rupees) | : | Rs. 50.25 Crores |
| (xi) | Proposed date of commencement of the Industrial park | : | 31-03-2004 |

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para (vii) of this Notification, are located in the Industrial Park.

7. M/s. BSEL Infrastructure Realty Limited, Navi Mumbai, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. BSEL Infrastructure Realty Limited, Navi Mumbai, shall be solely responsible for any repercussions of such invalidity, if :

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. BSEL Infrastructure Realty Limited, Navi Mumbai, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. BSEL Infrastructure Realty Limited, Navi Mumbai, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 161/2007/F.No.178/55/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 30 अप्रैल, 2007

(आयकर)

का.आ. 1493.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहाँ आगे उक्त अधिनियम कहा गया है) की धारा 80इक की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ) दिनांक 1 अप्रैल, 2002 के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इनवेस्टमेंट कार्पोरेशन लिमिटेड, जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, एगो फूड पार्क, रनपुर, जिला कोटा, राजस्थान में एक औद्योगिक पार्क का विकास कर रहा है।

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 26-10-2006 के पत्र सं. 15/130/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है;

अब, इसलिए, उक्त अधिनियम की धारा 80इक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इनवेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुसंधित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इनवेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

1. (i) औद्योगिक उपक्रम का नाम : राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड
 (ii) प्रस्तावित स्थान : एग्रो फूड पार्क, रनपुर, जिला-कोटा, राजस्थान
 (iii) औद्योगिक पार्क का कुल क्षेत्रफल : 139.80 एकड़
 (iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

क्रम सं.	एन आई सी संहिता		विवरण	
	अनुभाग	प्रभाग	समूह	श्रेणी
क	2 एच 3	—	—	—
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आर्बंटेनीय क्षेत्र का प्रतिशत	:	99.68%	सभी विनिर्माण कार्य-कलाप
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:	0.32%	
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या	:	126 यूनिटें	
(viii)	प्रस्तावित कुल निवेश (राशि रूप में)	:	1047.83 लाख	
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रूप में)	:	शून्य	
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रूप में)	:	1003.95 लाख	
(xi)	औद्योगिक पार्क के आरंभ होने की तिथि	:	31-03-2006	

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित अवसंरचना विकास पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अवसंरचना विकास में सड़क (सम्पर्क सड़क सहित) जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो निर्धारणीय हैं एवं वाणिज्यिक दृष्टि से उपलब्ध कराई जाती हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई भी एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अंतर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अंतर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अंतर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होगा तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर ऐसी किसी अवैधता की प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/त्रुटिपूर्ण सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु हो जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया हो।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक महाव्यता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा परिवर्धन में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

[अधिसूचना सं. 162/2007/फा. सं. 178/45/2007-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 30th April, 2007

(INCOME-TAX)

S.O. 1493.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide Number S.O.193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide Number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development and Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur-302005 is developing an Industrial Park at Agro Food Park, Ranpur District Kota, Rajasthan;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/130/2005-IP&ID, dated 25-10-2006 subject to the terms and conditions mentioned in the annexure, to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur as an Industrial Park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : M/s. Rajasthan State Industrial Development and Investment Corporation Limited
- (ii) Proposed location : Agro Food Park, Ranpur, District-Kota, Rajasthan
- (iii) Area of Industrial Park : 139.80 Acres
- (iv) Proposed Activities

Nature of Industrial Activity with NIC code					
NIC Code			Description		
Sl. No.	Section	Division	Group	Class	
A	2 and 3	—	—	—	All Manufacturing Activities

(v)	Percentage of allocable area earmarked for industrial use	:	99.68%
(vi)	Percentage of allocable area earmarked for commercial use	:	0.32%
(vii)	Minimum number of Industrial Units	:	126 Units
(viii)	Total investment proposed (Amount in Rupees)	:	1047.83 lakhs
(ix)	Investment on built up space for industrial use (Amount in Rupees)	:	Nil
(x)	Investment on infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	:	1003.95 lakhs
(xi)	Proposed date of commencement of the Industrial park	:	31-03-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur shall be solely responsible for any repercussions of such invalidity, if

- the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 162/2007/F.No. 178/45/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 30 अप्रैल, 2007

(आयकर)

का.आ. 1494.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहाँ अग्रे उक्त अधिनियम कहा गया है) की धारा 80इ के की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ) दिनांक 1 अप्रैल, 2002 के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इनवेस्टमेंट कार्पोरेशन लिमिटेड, जिसका पंजीकृत कार्यालय उद्योग भवन, वित्तिक मार्ग, जयपुर-302005 में है, इंडस्ट्रियल एरिया बरनाडा-III फेस, ग्राम-बरनाडा, तहसील-लूनी, जिला-जोधपुर, राजस्थान में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 23-10-2006 के पत्र सं. 15/126/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है;

अब, इसलिए, उक्त अधिनियम की धारा 80इ के की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इनवेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुमोदित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इनवेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

- | | | |
|---------------------------------------|---|---|
| 1. (i) औद्योगिक उपक्रम का नाम | : | राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इनवेस्टमेंट कार्पोरेशन लिमिटेड |
| (ii) प्रस्तावित स्थान | : | इंडस्ट्रियल एरिया बरनाडा-III फेस, ग्राम-बरनाडा, तहसील-लूनी, जिला-जोधपुर, राजस्थान |
| (iii) औद्योगिक पार्क का कुल क्षेत्रफल | : | 162.10 एकड़ |
| (iv) प्रस्तावित कार्यकलाप | : | |

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 एवं 3	—	—	—	विवरण
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत	:	93.49%		
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:	6.51%		
(vii)	औद्योगिक युक्तियों की प्रस्तावित संख्या	:	190 युनिटें		
(viii)	प्रस्तावित कुल निवेश (राशि रूप में)	:	860.87 लाख		

(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)	: शून्य
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में)	: 704.36 लाख
(xi)	औद्योगिक पार्क के आरंभ होने की तिथि	: 31-03-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित अवसंरचना विकास पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अवसंरचना विकास में सड़क (सम्पर्क सड़क सहित) जलापूर्ति तथा सीवरवेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो निर्धारणीय हैं एवं वाणिज्यिक दृष्टि से उपलब्ध कराई जाती हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 154(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई भी एकल इकाई किसी औद्योगिक पार्क के लिए निम्न औद्योगिक क्षेत्र का 50 से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अंतर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवार्य भारतीय निवेश भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार शीघ्र से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अंतर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इनवेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अंतर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होगा तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इनवेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर ऐसी किसी अवैधता की प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि :

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/त्रुटिपूर्ण सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु हो जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया हो।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इनवेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ साथ औद्योगिक पार्क स्कीम, 2002 में शामिल शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इनवेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अपना भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

[अधिसूचना सं. 163/2007/प्रा. सं. 178/43/2007-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 30th April, 2007

(INCOME-TAX)

S.O. 1494.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O.193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development and Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur-302005 is developing an Industrial Park at Industrial Area Boranada-III Phase, Village-Boranada, Tehsil-Luni, District-Jodhpur, Rajasthan-342001;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/126/2005-IP&ID, dated 23-10-2006 subject to the terms and conditions mentioned in the annexure, to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur as an Industrial Park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : M/s. Rajasthan State Industrial Development and Investment Corporation Limited
- (ii) Proposed location : Industrial Area Boranada-III, Phase, Village-Boranada, Tehsil-Luni, District-Jodhpur, Rajasthan-342001
- (iii) Area of Industrial Park : 162.10 Acres
- (iv) Proposed Activities

Nature of Industrial Activity with NIC Code					
NIC Code			Description		
Sl. No.	Section	Division	Group	Class	
A	2 and 3	—	—	—	Manufacturing
(v)	Percentage of allocable area earmarked for industrial use		:	93.49%	
(vi)	Percentage of allocable area earmarked for commercial use		:	6.51%	
(vii)	Minimum number of Industrial Units		:	190 Units	
(viii)	Total investments proposed (Amount in Rupees)		:	860.87 Lakhs	
(ix)	Investment on built up space for industrial use (Amount in Rupees)		:	Nil	

(x)	Investment on infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	704.36 Lakhs
(xi)	Proposed date of commencement of the Industrial Park	31-03-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur shall be solely responsible for any repercussions of such invalidity, if—

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 163/2007/F.No. 178/43/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 25 अप्रैल, 2007

(आयकर)

क्र. आ. 1495.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा यह अधिसूचित करती है कि "नाथद्वारा मंदिर बोर्ड, गोविन्द भवन, नाथद्वारा, राजस्थान-313301" (इसके बाद "संस्था" कहा गया है) की ओर से किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अध्वधीन ऐसे व्यक्ति की कुल आय में शामिल नहीं की जाएगी:—

- (क) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संघनन पूर्णतया तथा अनुव्यवस्था उन उद्देश्यों के लिए करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहाँ इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 को या उसके पश्चात् एकत्र की गई है, इसकी आय के संघनन की रकम के पन्द्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पौंच वर्ष से अधिक नहीं होनी चाहिए;
 - (ख) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक हंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-ज्यवहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;
 - (ग) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लगभग तथा अभिलाष हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
 - (घ) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी निवृत्त रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;
 - (ङ) संस्था के विघटन की स्थिति में अतिरिक्त शक्तियों और परिसम्पत्तियों समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएगी;
 - (च) जैसा कि धारा 288 की उपधारा (2) के नीचे स्पष्टीकरण में परिभाषित किया गया है, संस्थान किसी लेखाकार द्वारा अपने खातों की लेखा परीक्षा कराएगी तथा आय की विवरणी के साथ प्रस्तुत करेगी। ऐसी लेखा परीक्षा की रिपोर्ट, विहित प्रारूप में लेखाकार के द्वारा विधिवत हस्ताक्षरित एवं सत्यापित एवं विहित किए गए तथा अपेक्षित व्यौरों को प्रेषित करेगी।
2. यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह के प्राप्तकर्ता द्वारा किसी प्राप्ति अथवा आय पर। संस्था की कर्तव्यता अथवा अन्यथा आय पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक् रूप से विचार किया जाएगा।
 3. यह अधिसूचना कर निर्धारण वर्ष 2008-09 एवं आगे के लिए लागू होगी।
 4. उपर्युक्त अधिसूचना को केन्द्र सरकार के द्वारा निरस्त किया जा सकता है यदि वह बाद में पाया गया कि संस्था के क्रियाकलाप वैध नहीं हैं अथवा यदि उनका अनुपालन उन सभी अथवा उनमें से किन्हीं शर्तों के अनुसार नहीं किया जा रहा है जिनके आधार पर इसे अधिसूचित किया गया था।

[अधिसूचना सं. 151/2007/का. सं. 197/29/2007-आयकर वि-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 25th April, 2007

(INCOME-TAX)

S.O. 1495.—In exercise of powers conferred by the sub-clause (v) of the Clause (23C) of Section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of "Nathdwara Temple Board, Govind Bhavan, Nathdwara Rajasthan-313301" (hereinafter the "Institution") shall not be included in the total income of such person subject to the following conditions, namely :—

- (a) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;

- (b) the Institution will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture, etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of the Section 11;
 - (c) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the Institution and separate books of account are maintained in respect of such business;
 - (d) the Institution will regularly file its return of income before the Income Tax authority in accordance with the provisions of the Income Tax Act, 1961;
 - (e) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives.
 - (f) The Institute will get its accounts audited by an accountant as defined in Explanation below sub section (2) of Section 288 and furnish along with the return of Income. The report of such audit in the prescribed form duly signed and verified by such accountant and setting forth such particulars as may be prescribed.
2. This notification is applicable only to the recipients of income on behalf of the Institution and not to any other receipt or income of such recipients. Taxability or, otherwise of the income of the Institution would be separately considered as per the provisions of the Income Tax Act, 1961.
 3. This notification is applicable for Assessment year 2008-09 and onwards.
 4. The above notification is liable to be rescinded by the Central Government, if it is subsequently found that the activities of the Institution are not genuine or if they are not carried out in accordance with all or any of the conditions subject to which it was notified.

[Notification No. 151/2007/F.No. 197/29/2007-ITA-II]

DEEPAK GARG, Under Secy.

नई दिल्ली, 16 मई, 2007

(आयकर)

क्रा. अ. 1496.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा यह अधिसूचित करती है कि “श्री सोमनाथ ट्रस्ट, प्रभास, पाटन, जिला-जूनागढ़, गुजरात” (इसके बाद “संस्था” कहा गया है) की ओर से किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अधीन ऐसे व्यक्ति की कुल आय में शामिल नहीं की जाएगी:

- (क) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनुन्यतया उन उद्देश्यों के लिए करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहाँ इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 को या उसके पश्चात् एकत्र की गई है, इसकी आय के संचयन की राशि के पंद्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पाँच वर्ष से अधिक नहीं होनी चाहिए;
- (ख) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;
- (ग) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएँ नहीं रखी जाती हों;
- (घ) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;

- (इ) संस्था के विघटन की स्थिति में अतिरिक्त राशिर्षी और परिसम्पत्तियों समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएगी;
- (च) जैसा कि धारा 288 की उपधारा (2) के नीचे स्पष्टीकरण में परिभाषित किया गया है, संस्थान किसी लेखाकार द्वारा अपने खातों की लेखा परीक्षा कराएगी तथा आय की विवरणी के साथ प्रस्तुत करेगी। ऐसी लेखा परीक्षा की रिपोर्ट, विहित प्रारूप में लेखाकार के द्वारा विधिवत हस्ताक्षरित एवं सत्यापित एवं विहित किए गए यथा अपेक्षित व्यौरों को प्रेषित करेगी।
2. यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह के प्राप्तकर्ता द्वारा किसी प्राप्ति अथवा आय पर। संस्था की करार्ययता अथवा अन्यथा आय पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक् रूप से विचार किया जाएगा।
3. यह अधिसूचना कर निर्धारण वर्ष 2004-05 एवं आगे के लिए लागू होगी।
4. उपर्युक्त अधिसूचना को केन्द्र सरकार के द्वारा निरस्त किया जा सकता है यदि यह बाद में पाया गया कि संस्था के क्रियाकलाप वैध नहीं हैं अथवा यदि उनका अनुपालन उन सभी अथवा उनमें से किन्हीं शर्तों के अनुसार नहीं किया जा रहा है जिनके आधार पर इसे अधिसूचित किया गया था।

[अधिसूचना सं. 170/2007/फा. सं. 197/08/2007-आयकर नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 16th May, 2007

(INCOME-TAX)

S.O. 1496.—In exercise of powers conferred by the sub-clause (v) of the Clause (23C) of Section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of "Shree Somnath Trust, Prabhas Patan, Distt.-Junagadh, Gujarat" (hereinafter the "Institution") shall not be included in the total income of such person subject to the following conditions, namely :—

- (a) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;
 - (b) the Institution will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture, etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of the Section 11;
 - (c) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the Institution and separate books of account are maintained in respect of such business;
 - (d) the Institution will regularly file its return of income before the Income Tax authority in accordance with the provisions of the Income Tax Act, 1961;
 - (e) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives
 - (f) The Institute will get its accounts audited by an accountant as defined in Explanation below sub section (2) of Section 288 and furnish along with the return of Income. The report of such audit in the prescribed form duly signed and verified by such accountant and setting forth such particulars as may be prescribed.
2. This notification is applicable only to the recipients of income on behalf of the Institution and not to any other receipt or income of such recipients. Taxability or, otherwise of the income of the Institution would be separately considered as per the provisions of the Income Tax Act, 1961.
 3. This notification is applicable for Assessment year 2004-05 and onwards.
 4. The above notification is liable to be rescinded by the Central Government, if it is subsequently found that the activities of the Institution are not genuine or if they are not carried out in accordance with all or any of the conditions subject to which it was notified.

[Notification No. 170/2007/F.No. 197/08/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 16 मई, 2007

(आयकर)

का. आ. 1497.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा यह अधिसूचित करती है कि "सेंट जॉन एम्बुलेंस, 1-रेड क्रॉस रोड, नई दिल्ली" (इसके बाद "संस्था" कहा गया है) की ओर से किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अधीन ऐसे व्यक्ति की कुल आय में शामिल नहीं की जाएगी:

- (क) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहाँ इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 को या उसके पश्चात् एकत्र की गई है, इसकी आय के संचयन की राशि के पंद्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पाँच वर्ष से अधिक नहीं होनी चाहिए;
 - (ख) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक बंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वीच्छक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;
 - (ग) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अधिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
 - (घ) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;
 - (ङ) संस्था के विघटन की स्थिति में अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएगी;
 - (च) संस्था कि धारा 288 की उपधारा (2) के नीचे स्पष्टीकरण में परिभाषित किया गया है, संस्थान किसी लेखाकार द्वारा अपने खातों की लेखा परीक्षा कराएगी तथा आय की विवरणी के साथ प्रस्तुत करेगी। ऐसी लेखा परीक्षा की रिपोर्ट, विहित प्रारूप में लेखाकार के द्वारा विधिवत हस्ताक्षरित एवं सत्यापित एवं विहित किए गए तथा अपेक्षित व्यौरों को प्रेषित करेगी।
2. यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह के प्राप्तकर्ता द्वारा किसी प्राप्ति अथवा आय पर। संस्था की कराधेयता अथवा अन्यथा आय पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक् रूप से विचार किया जाएगा।
 3. यह अधिसूचना कर निर्धारण वर्ष 2003-04 एवं आगे के लिए लागू होगी।
 4. उपर्युक्त अधिसूचना को केन्द्र सरकार के द्वारा निरस्त किया जा सकता है यदि यह बाद में पाया गया कि संस्था के क्रियाकलाप वैध नहीं हैं अथवा यदि उनका अनुपालन उन सभी अथवा उनमें से किन्हीं शर्तों के अनुसार नहीं किया जा रहा है जिनके आधार पर इसे अधिसूचित किया गया था।

[अधिसूचना सं. 171/2007/का. सं. 197/15/2007-आयकर नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 16th May, 2007

(INCOME-TAX)

S.O. 1497.—In exercise of powers conferred by the sub-clause (iv) of the Clause (23C) of Section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of "St. John Ambulance, 1, Red Cross Road, New Delhi" (hereinafter the "Institution") shall not be included in the total income of such person subject to the following conditions, namely:—

- (a) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;

- (b) the Institution will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture, etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of the Section 11;
 - (c) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the Institution and separate books of account are maintained in respect of such business;
 - (d) the Institution will regularly file its return of income before the Income-Tax authority in accordance with the provisions of the Income Tax Act, 1986;
 - (e) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives.
 - (f) The Institute will get its accounts audited by an accountant as defined in Explanation below sub-section (2) of Section 288 and furnish along with the return of Income. The report of such audit in the prescribed form duly signed and verified by such accountant and setting forth such particulars as may be prescribed.
2. This notification is applicable only to the recipients of income on behalf of the Institution and not to any other receipt or income of such recipients. Taxability or, otherwise of the income of the Institution would be separately considered as per the provisions of the Income Tax Act, 1961.
 3. This notification is applicable for Assessment year 2003-04 and onwards.
 4. The above notification is liable to be rescinded by the Central Government, if it is subsequently found that the activities of the Institution are not genuine or if they are not carried out in accordance with all or any of the conditions subject to which it was notified.

[Notification No. 171/2007/F.No. 197/15/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 18 मई, 2007

(आयकर)

क्र. आ. 1498.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा यह अधिसूचित करती है कि "टेक्नोलॉजी डेवलपमेंट बोर्ड नई दिल्ली" (इसके बाद "संस्था" कहा गया है) की ओर से किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अधीन ऐसे व्यक्ति की कुल आय में शामिल नहीं की जाएगी:

- (क) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए संकयन पुर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहाँ इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 को या उसके पश्चात् एकत्र की गई है, इसकी आय के संकयन की राशि के पंद्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पंद्रह वर्ष से अधिक नहीं होनी चाहिए;
- (ख) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक दृंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात, फनीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्थावर-संपत्ति से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;
- (ग) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाष हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रसंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (घ) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय बिबरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;
- (ङ) संस्था के विघटन की स्थिति में अतिरिक्त राशि और परिसम्पत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएगी;
- (च) जैसा कि धारा 288 की उपधारा (2) के नीचे स्पष्टीकरण में परिभाषित किया गया है, संस्थान किसी लेखाकार द्वारा अपने खातों की लेखा परीक्षा करायी तथा आय की विवरणी के साथ प्रस्तुत करेगी। ऐसी लेखा परीक्षा की रिपोर्ट, विहित प्रारूप में लेखाकार के द्वारा विधिवत हस्ताक्षरित एवं सत्यापित एवं विहित किए गए तथा अपेक्षित व्यौरों को प्रेषित करेगी।

2. यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह प्राप्तकर्ता द्वारा किसी प्राप्ति अथवा आय पर। संस्था की कराधेयता अथवा अन्यथा आय पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक् रूप से विचार किया जाएगा।
3. यह अधिसूचना कर निर्धारण वर्ष 2000-01 एवं आगे के लिए लागू होगी।
4. उपर्युक्त अधिसूचना को केन्द्र सरकार के द्वारा निरस्त किया जा सकता है यदि यह बार में पाया गया कि संस्था के क्रियाकलाप वैध नहीं हैं अथवा यदि उनका अनुपालन उन सभी अथवा उन्में से किन्हीं शर्तों के अनुसार नहीं किया जा रहा है जिनके आधार पर इसे अधिसूचित किया गया था।

[अधिसूचना सं. 173/2007/फा. सं. 197/01/2007-आयकर नि-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 18th May, 2007

(INCOME-TAX)

S.O. 1498.—In exercise of powers conferred by the sub-clause (iv) of the Clause (23C) of Section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of "Technology Development Board, New Delhi" (hereinafter the "Institution") shall not be included in the total income of such person subject to the following conditions, namely :—

- (a) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;
 - (b) the Institution will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture, etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of the Section 11;
 - (c) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the Institution and separate books of account are maintained in respect of such business;
 - (d) the Institution will regularly file its return of income before the Income-Tax Authority in accordance with the provisions of the Income-Tax Act, 1961;
 - (e) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives;
 - (f) The Institute will get its accounts audited by an accountant as defined in Explanation below sub-section (2) of Section 288 and furnish along with the return of Income. The report of such audit in the prescribed form duly signed and verified by such accountant and setting forth such particulars as may be prescribed.
2. This notification is applicable only to the recipients of income on behalf of the Institution and not to any other receipt or income of such recipients. Taxability or, otherwise of the income of the Institution would be separately considered as per the provisions of the Income-Tax Act, 1961.
 3. This notification is applicable for Assessment year 2000-01 and onwards.
 4. The above notification is liable to be rescinded by the Central Government, if it is subsequently found that the activities of the Institution are not genuine or if they are not carried out in accordance with all or any of the conditions subject to which it was notified.

[Notification No. 173/2007/F.No. 197/01/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 10 मई, 2007

क्रा. आ. 1499.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की

उपधारा (1) के खंड (ii) के प्रयोजनार्थ 1-4-2005 से संगठन विवेकानन्द इंस्टीट्यूट ऑफ बायोटेक्नोलॉजी, पश्चिम बंगाल को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात्:-

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन बही-खाता रखेगा तथा उक्त अधिनियम की धारा 288 की उपधारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी बही-खाता की लेखा परीक्षा करवाएगा और उक्त अधिनियम की धारा 139 की उपधारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत् सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत् सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :-

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 165/2007/फा सं. 203/61/2006-आ.क.नि.-II]

रेनु चौहरी, निदेशक

New Delhi, the 10th May, 2007

S.O. 1499.—It is hereby notified for general information that the organization Vivekananda Institute of Biotechnology, West Bengal has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5D of the Income-tax Rules, 1962 (said Rules), with effect from 1-4-2005 in the category of 'other Institution', party engaged in research activities subject to the following conditions, namely:—

- (i) the sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain books of accounts and get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) 139 of the said Act;
- (iv) The organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain books of account referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or

- (c) ceases to conform to any comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5D of the said Rules.

[Notification No. 165/2007/F.No. 203/61/2006-FTA-II]

RENU JAUHRI, Director

नई दिल्ली, 10 मई, 2007

का. आ. 1500.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ 1-4-2000 से संगठन ऑल इंडिया इंस्टीट्यूट ऑफ मेडिकल सां. . ., नई दिल्ली को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में सगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात्:—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन बही-खाता रखेगा तथा उक्त अधिनियम की धारा 288 की उपधारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी बही-खाता की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उपधारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत् सत्यापित एवं हस्ताक्षरित लेखा रिपोर्ट मापले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।
- (iv) संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत् सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन:—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 164/2007/फा. सं. 203/99/2002-आ.क.नि.-II]

रेनु जौहरी, निदेशक

New Delhi, the 10th May, 2007

S.O. 1500.—It is hereby notified for general information that the organization All India Institute of Medical Sciences, New Delhi has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5D of the Income-tax Rules, 1962 (said Rules), with effect from 1-4-2000 in the category of 'other Institution', party engaged in research activities subject to the following conditions, namely:—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain books of accounts and get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain books of account referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5D of the said Rules.

[Notification No. 164/2007/F.No. 203/99/2002-ITA-II]

RENU JAUHRI, Director

नई दिल्ली, 11 मई, 2007

का. आ. 1501.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ 1-4-2006 के संगठन देन दयाल रिसर्च इंस्टीट्यूट, नई दिल्ली को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात्:—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन बही-खाता रखेगा तथा उक्त अधिनियम की धारा 288 की उप धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी बही-खाता की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत विधि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं इस्ताफरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।
- (iv) संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन:—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को आयब नहीं प्रया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 167/2007/फा सं. 203/22/2007-आ.फा.नि.-II]

रेनु जौहरी, निदेशक

New Delhi, the 11th May, 2007

S.O. 1501.—It is hereby notified for general information that the organization Deen Dayal Research Institute, New Delhi has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5D of the Income-tax Rules, 1962 (said Rules), with effect from 1-4-2006 in the category of 'other Institution', partly engaged in research activities subject to the following conditions, namely:—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;

- (iii) The approved organization shall maintain books of accounts and get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5D of the said Rules.

[Notification No. 167/2007/F.No. 203/22/2007-ITA-II]

RENU JAUHRI, Director

नई दिल्ली, 11 मई, 2007

क्र. आ. 1502.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ 1-4-2006 के संगठन मूलजी माई पटेल सोसायटी फार रिसर्च इन नेफ्रो यूरोलोजी, नाडियाड (गुजरात) को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लागू 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात्:—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन बही-खाता रखेगा तथा उक्त अधिनियम की धारा 288 की उप धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी बही-खाता की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।
- (iv) संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन:—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 166/2007/फा. सं. 203/19/2007-आ.का.नि.-II]

रेनु जाहरी, निदेशक

New Delhi, the 11th May, 2007

नई दिल्ली, 16 मई, 2007

S.O. 1502.—It is hereby notified for general information that the organization **Mujibhai Patel Society for Research in Nephro Urology, Nadiad (Gujarat)** has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with rules 5C and 5D of the Income-tax Rules, 1962 (said Rules) with effect from 1-4-2006 in the category of 'other Institution' partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain books of account and get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5D of the said Rules.

[Notification No. 166/2007/F.No. 203/19/2007-ITA-II]

RENU JAUHRI, Director

का.आ. 1503.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ 1-4-2006 से संगठन **रीजनल कैन्सर सेन्ट्र, मेडिकल कालेज कैम्पस, त्रिवेन्द्रम (केरल)** को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात:—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वही-खाता रखेगा तथा उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-वही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।
- (iv) संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा वही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 172/2007/फा. सं. 203/14/2007-आ. क. नि.-II]

रेनू जौहरी, निदेशक

New Delhi, the 16th May, 2007

S.O. 1503.—It is hereby notified for general information that the organization **Regional Cancer Centre, Medical College Campus, Trivandrum (Kerala)** has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with rules 5C and 5D of the Income-tax Rules, 1962 (said Rules) with effect from 1-04-2002 in the category of 'other institution' partly engaged in research activities subject to the following conditions, namely:—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
 - (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
 - (iii) The approved organization shall maintain books of account and get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
 - (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.
2. The Central Government shall withdraw the approval if the approved organization:—
- (a) fails to maintain books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
 - (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
 - (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
 - (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
 - (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5D of the said Rules.

[Notification No. 172/2007/F. No. 203/14/2007-ITA-II]

RENU JAUHRI, Director

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 15 मई, 2007

का.आ. 1504.—भारतीय निर्यात आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 4 की उप-धारा (1) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा, भारतीय निर्यात आयात बैंक की एक हजार करोड़ रुपये की वर्तमान प्राधिकृत पूंजी को बढ़ाकर दो हजार करोड़ रुपये करती है।

[फा. सं. 9/3/2007-आईएफ-1]

एम. साहु, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 15th May, 2007

S.O. 1504.—In exercise of the powers conferred by the proviso to sub-section (1) of section 4 of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby increases the authorized capital of the Export-Import Bank of India from the existing one thousand crores of rupees to two thousand crores of rupees.

[F. No. 9/3/2007-IF-I]

M. SAHU, Under Secy.

नई दिल्ली, 17 मई, 2007

का.आ. 1505.—बैंककारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 13 एवं 15 (1) के प्रावधान इस अधिसूचना की तारीख से 5 वर्ष की अवधि के लिए सेन्ट्रल बैंक आफ इंडिया पर लागू नहीं होंगे।

[फा. सं. 11/17/2003-बीओए]

डी. पी. भारद्वाज, अवर सचिव

New Delhi, the 17th May 2007

S.O. 1505.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Government of India, on the recommendations of Reserve Bank of India, hereby declares that the provisions of Section 13 and 15(1) of the said Act shall not apply, for a period of five years from the date of this Notification, to Central Bank of India.

[F. No. 11/17/2003-BOA]

D.P. BHARDWAJ, Under Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 10 मई, 2007

का.आ. 1506.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम, 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम, 10 के उपनियम (2) और (4) के अनुसरण में, दक्षिण-पूर्व-मध्य रेलवे के

उप मुख्य यांत्रिक इंजीनियर, मोतीबाग, नागपुर कार्यालय, जहां 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्य-साधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है।

[सं. हिंदी-2007/रा.भा.1/12/3]

प्रमोद कुमार यादव, निदेशक, राजभाषा

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 10th May, 2007

S.O. 1506.—Ministry of Railways (Railway Board), in pursuance of Sub-Rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the official purposes of the Union) hereby, notify the office of the Dy. Chief Mechanical Engineer, Motibagh, Nagpur of South-East-Central Railway, where 80% or more Officers/Employees have acquired the working knowledge of Hindi.

[No. Hindi-2007/O.L.1/12/3]

PRAMOD KUMAR YADAV, Director (O.L.)

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 10 मई, 2007

का.आ. 1507.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के अनुसरण में और मैसर्स एसन एण्ड कम्पनी, प्रथम तल, 24-1-9, थॉम्पसन स्ट्रीट पुणे पोस्ट ऑफिस के निकट, विशाखापत्तनम-530001 को, राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की और अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975 तारीख 20 दिसम्बर, 1965 से ठपावट अनुसूची में विनिर्दिष्ट खनिज और अयस्क समूह-1 अर्थात् लोह अयस्क और मैंगनीज अयस्क (मैंगनीज डायक्साइड को छोड़कर) विशाखापत्तनम पर निर्यात से पूर्व उक्त खनिजों और अयस्कों का निरीक्षण करने के लिए निम्नलिखित शर्तों के अधीन एक अधिकरण के रूप में मान्यता देती है, अर्थात् :-

(i) मैसर्स एसन एण्ड कम्पनी, विशाखापत्तनम, निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन खनिज और अयस्क समूह-1 का निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई प्रकृति की जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामनिर्दिष्ट अधिकारियों की पर्याप्त सुविधाएं देगी,

(ii) मैसर्स एसन एण्ड कम्पनी, विशाखापत्तनम इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फा. सं. 5/3/2007-ईआई एण्ड ईपी]

वी. के. गाबा, उपसचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 10th May, 2007

S.O. 1507.—In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), and in pursuance of sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises for a period of three years from the date of publication of this notification, M/s. Essen & Co., 1st Floor, 24-1-9, Thompson Street, Near Old Post Office, Visakhapatnam-530001, as an agency for inspection of Minerals and Ores, Group-I, namely, Iron Ore and Manganese Ore (excluding Manganese Dioxide), specified in the Schedule annexed to the Notification in the Ministry of Commerce number S.O. 3975 dated 20th December, 1965, prior to export at Visakhapatnam, subject to the following conditions, namely:

- (i) that M/s. Essen & Co., Visakhapatnam shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores-Group (Inspection) Rules, 1965;
- (ii) that M/s. Essen & Co., Visakhapatnam in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 5/3/2007-EI & EP]

V. K. GAUBA, Dy. Secy.

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 9 मई, 2007

का.आ. 1508.—सार्वजनिक परिसर (अनाधिकृत अभिप्रेक्षा की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उप-रजिस्ट्रार (सम्पदा) बनारस हिन्दू विश्वविद्यालय, वाराणसी जो कि सरकार के राजपत्रित अधिकारी के समकक्ष अधिकारी हैं, को उपर्युक्त अधिनियम के प्रयोजनार्थ सम्पदा अधिकारी के रूप में नियुक्त करती है, जो कि से संबंधित बनारस हिन्दू विश्वविद्यालय, वाराणसी तथा नियंत्रणाधीन सार्वजनिक परिसर संबंधी उपर्युक्त अधिनियम के अंतर्गत सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग करेंगे तथा अपने कर्तव्यों का निर्वहन करेंगे।

[सं. एफ-1-27/2006-डिस्क(यू.)]

एस. एस. महलायत, अपर सचिव

**MINISTRY OF HUMAN RESOURCE
DEVELOPMENT**

(Department of Higher Education)

New Delhi, the 9th May, 2007

S.O. 1508—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of unauthorised occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the Deputy Registrar (Estates), Banaras Hindu University, Varanasi, being an officer equivalent to the rank of a gazetted officer of Government, to be Estate Officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed, on the Estate Officer by or under the said Act in respect of the public premises belonging to and under the administrative control of the Banaras Hindu University, Varanasi.

[No. F. 1-27/2006-Desk (U)]

L. S. MAHLAWAT, Under Secy.

नई दिल्ली, 25 अप्रैल, 2007

का.आ. 1509—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसारण में मानव संसाधन विकास मंत्रालय संगठन के निम्नलिखित कार्यालयों को, ऐसे कार्यालयों के रूप में, जिनमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधन ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. केन्द्रीय विद्यालय संगठन, क्षेत्रीय कार्यालय, सालावाला, हाथीबड़कला, देहरादून-248001

2. केन्द्रीय विद्यालय नं-1, पोर्ट ब्लेयर ।

[सं. 1101/1-7/2005-रा.भा.ए.]

केशव देसिराजु, संयुक्त सचिव

New Delhi, the 25th April, 2007

S.O. 1509—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of Kendriya Vidyalaya Sangathan under the Ministry of Human Resource Development (Deptt. of School Education and Literacy) as offices, whose more than 80% members of the staff have acquired working knowledge of Hindi:

1. Kendriya Vidyalaya Sangathan, Regional Office, Salawala, Hathibadkala, Dehradun-248001.

2. Kendriya Vidyalaya No.1, Port Blair.

[No. 1101/1-7/2005-O.L.U.]

KESHAV DESIRAJU, Jt. Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 26 अप्रैल, 2007

का.आ. 1510—इस मंत्रालय की दिनांक 8-1-2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के कोलकाता सलाहकार पैनल के सदस्य के रूप में श्री सतेन्द्र बहादुर, पश्चिम लोहनीपुर (नजदीक बड़ा फाटक), कदम कुआं, पटना-800003 को नियुक्त करती है।

[फा. सं. 809/1/2006-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

**MINISTRY OF INFORMATION AND
BROADCASTING**

New Delhi, the 26th April, 2007

S.O. 1510—In continuation of this Ministry's notification of even number dated 08-01-2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Satyendra Bahadur, West Lohanipur (Near Bara Phatak), Kadamkuan, Patna-800003 as member of the Kolkata Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/1/2006-F(C)]

SANGEETASINGH, Director (Films)

नई दिल्ली, 27 अप्रैल, 2007

का.आ. 1511—इस मंत्रालय की दिनांक 20-6-2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के मुम्बई सलाहकार पैनल के सदस्यों के रूप में निम्नलिखित व्यक्तियों को नियुक्त करती है।

1. श्री रसोद अली खान, नवादीह, औरंगाबाद।

2. श्रीमती फरजाना बंगम, मार्फत सलीम अहमद खान, 404, हिल्टन को-ओपरेटिव सोसायटी, कार्यालय-जे.पी. रोड, लोखंडवाला, अंधेरी (प.), मुम्बई-53 ।

3. श्री सिद्धार्थ भीमराव गायकवाड़, 30/1205, विसावा, डी.एन. नगर अंधेरी (प.), मुम्बई-53 ।

4. श्रीमती सुनन्दा लखराज सनाप (नंदिता), 'इन्द्रप्रस्थ भवन'
2-ए/103 प्रथम तल, देवरात्रा नगर, स्वदेशी मिल रोड,
सियोन-चुनामट्टी (पू.), मुम्बई-22

[फा. सं. 809/1/2004-एफ(सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 27th April, 2007

S.O. 1511.—In continuation of this Ministry's Notification of even number dated 20-06-2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint the following persons as members of the Mumbai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier :

- (1) Shri Rashid Ali Khan, Nawadhi, Aurangabad.
- (2) Smt. Farzana Begam, C/o Salim Ahmad Khan, 404, Hilton Co-op Society, Off.- J.P. Road, Lokhandwala, Andheri (W), Mumbai.
- (3) Shri Siddharth Bhimrao Gaikwad, 30/1205, Visava, D.N. Nagar, Andheri (W), Mumbai-53.
- (4) Smt. Sunanda Laxraj Sanap (Nandita), 'Indraprastha' Bldg., 2-A/103, First Floor, Devratna Nagar, Swadeshi Mill Road, Sion - Chumbhatti (E), Mumbai-22

[F.No. 809/1/2004-F(C)]

SANGEETA SINGH, Director (Films)

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 15 मई, 2007

क्र.आ. 1512.—केन्द्रीय सरकार, राजभाषा (संघ के शसकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक दूरसंचार, हरिषाणा परिमण्डल, भा.सं. नि.लि., अम्बाला

1. विद्युत मंडल, अम्बाला
2. अधिशासी अभियंता (विद्युत) मण्डल, फरीदाबाद
3. कार्यकारी अभियंता (विद्युत), रोहतक

मुख्य महाप्रबंधक दूरसंचार, महाराष्ट्र परिमण्डल, भा.सं. नि.लि., पुणेई

महाप्रबंधक दूरसंचार का कार्यालय, संचार सदन, औरंगाबाद।

[सं. ई. 11016/1/2007 (रा.भा.)]

बलराम शर्मा, संयुक्त सचिव (प्रशासन)

MINISTRY OF COMMUNICATIONS AND
INFORMATION TECHNOLOGY

(Department of Telecommunications)

(Official Language Section)

New Delhi, the 15th May, 2007

S.O. 1512.—In pursuance of rule 10(4) of the Official Language (Use for official purposes of the Union), rules, 1976 (as amended-1987), the Central Government hereby notifies the following Offices under the administrative control of the Ministry of Communications and Information Technology, Department of Telecommunications where more than 80 % of staff have acquired working knowledge of Hindi.

Chief General Manager Telecom. Haryana Circle,
B.S.N.L, Ambala

1. Electrical Division, Ambala
2. Superintending Engineer (Electrical) Division, Faridabad
3. Executive Engineer (Electrical), Rohtak

Chief General Manager Telecom. Maharashtra
Circle. B.S.N.L. Bombay

Office of the General Manager Telecom., Sanchar
Sadan, Orangabad

[No. E. 11016/1/2007 (OL)]

BALRAM SHARMA, Jr. Secy. (Administration)

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 11 मई, 2007

क्र.आ. 1513.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में "राजस्थान विश्वविद्यालय" तथा उससे संबंधित प्रविष्टियों के बाद "सिक्किम मनिपाल यूनिवर्सिटी ऑफ हेल्थ, मेडिकल एंड टेक्नोलॉजिकल साइंसेज, गंगटोक", जोड़ा जाएगा तथा "सिक्किम मनिपाल यूनिवर्सिटी ऑफ हेल्थ, मेडिकल एंड टेक्नोलॉजिकल साइंसेज, गंगटोक" के सामने मान्यताप्राप्त चिकित्सा अर्हता शीर्षक [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत तथा "पंजीकरण के लिए संक्षेपण" शीर्षक [इसके पश्चात्

स्तम्भ (3) के रूप में उल्लिखित] के अन्तर्गत निम्नलिखित अंतःस्थापित किया जाएगा :-

(2)	(3)
बैचलर ऑफ मेडिसिन एण्ड बैचलर ऑफ सर्जरी	एम.बी.बी.एस. (सिक्किम मनिपाल इंस्टीट्यूट ऑफ मेडिकल साइंसेज, गंगटोक के छात्रों के संबंध में यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह मार्च, 2006 को या इसके बाद प्रदान की गई हो)

[फा. सं. यू-12012/18/1994-एम.ई.(पी-11)]

एस. के. मिश्रा, अवर सचिव

**MINISTRY OF HEALTH AND
FAMILY WELFARE**

(Department of Health and Family Welfare)

New Delhi, the 11th May, 2007

S.O. 1513.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule after "Rajasthan University" and entries thereto "Sikkim Manipal University of Health, Medical and Technological Sciences, Gangtok" shall be added and against "Sikkim Manipal University of Health, Medical and Technological Sciences, Gangtok" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], and under the heading "abbreviation for Registration" [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be recognized medical qualification when granted on or after March, 2006 in respect of students of Sikkim Manipal Institute of Medical Sciences, Gangtok)

[F.No. U.12012/18/1994-ME(P-II)]

S. K. MISHRA, Under Secy.

नई दिल्ली, 15 मई, 2007

का.आ. 1514.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(ख) के उपबंध के अनुसरण में डॉ. महेन्द्र दौलतसिंह चौहान, केशिवी नेत्र अस्पताल शार चैम्बर, एन.के.टावर, रिंग रोड, सुरत, काय चिकित्सा काय के सदस्य, वीर नर्मदा दक्षिण गुजरात विश्वविद्यालय, सुरत को अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के

लिए वीर नर्मदा दक्षिण गुजरात विश्वविद्यालय की सीनेट द्वारा भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 36 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएगी अर्थात् :-

"36 डॉ. महेन्द्र दौलतसिंह चौहान, केशिवी नेत्र अस्पताल, शार चैम्बर, एन.के.टावर, रिंग रोड, सुरत

[सं. बी. 11013/5/2005-एमई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 15th May, 2007

S.O. 1514.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Mahendra Dolatsinh Chauhan, Keshivi Eye Hospital, Davar Chamber, Nr. J.K. Tower, Ring Road, Surat, member of the faculty of Medicine, Veer Narmada South Gujarat University, Surat has been elected by the Senate of Veer Narmada South Gujarat University, Surat to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:—

In the said Notification, under the heading, "Elected under clause (b) of sub-section (1) of Section 3", against serial number 36, the following entries shall be substituted, namely:—

"36. Dr. Mahendra Dolatsinh Chauhan, Keshivi Eye Hospital Davar Chamber Nr. J.K. Tower Ring Road, Surat

Veer Narmada South Gujarat University, Surat"

[No. V. 11013/5/2005-ME(P-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 15 मई, 2007

क्र.आ. 1515.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खण्ड (ग) के उपबंध के अनुसरण में छत्तीसगढ़ के पंजीकृत चिकित्सक स्नातक निर्वाचन क्षेत्र में निर्वाचन करवाया है जहां से डॉ. कमलेश्वर अग्रवाल, बी-18, रवि नगर, रायपुर, छत्तीसगढ़ को इस अधिसूचना के जारी होने की तारीख से भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में सर्वसम्मति से निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उप-धारा (1) के खण्ड (घ) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 17 के बाद निम्नलिखित प्रविष्टियाँ जोड़ी जाएगी अर्थात् :-

"18 डॉ. कमलेश्वर अग्रवाल,
बी-18, रवि नगर,
रायपुर, छत्तीसगढ़"

[सं. बी. 11013/3/2007-एमई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 15th May, 2007

S.O. 1515.—Whereas the Central Government in pursuance of clause (c) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) has conducted the election from the Registered Medical Graduate Constituency of Chhattisgarh wherefrom Dr. Kamleshwar Agrawal, B-18, Ravi Nagar, Raipur, Chhattisgarh has been elected unanimously to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely:

In the said notification, under the heading, 'Elected under clause (c) of sub-section (1) of Section 3', after serial No. 17, the following entries shall be added, namely:

"18. Dr. Kamleshwar Agrawal,
B-18, Ravi Nagar, Raipur
Chhattisgarh"

[No. V. 11013/3/2007-ME(Policy-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 15 मई, 2007

क्र.आ. 1516.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(ख) के उपबंध के अनुसरण में डॉ. दिलीप कुमार सकाली, गवर्नमेंट नेताजी सुभाष चन्द्र बोस मेडिकल कालेज, जबलपुर, कायचिकित्सा संकाय के सदस्य, रानी दुर्गावती विश्वविद्यालय, को इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए रानी दुर्गावती विश्वविद्यालय के कोर्ट द्वारा भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 13 के सामने निम्नलिखित प्रविष्टियाँ प्रतिस्थापित की जाएंगी अर्थात् :-

"13 डॉ. दिलीप कुमार सकाली, रानी दुर्गावती विश्वविद्यालय"
गवर्नमेंट नेताजी सुभाष चन्द्र बोस,
मेडिकल कालेज, जबलपुर

[सं. बी. 11013/1/2007-एमई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 15th May, 2007

S.O. 1516.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Dilip Kumar Sakalley, Government Netaji Subhash Chandra Bose Medical College, Jabalpur member of the faculty of Medicine, Rani Durgavati Vishwavidyalaya has been elected by the Court of Rani Durgavati Vishwavidyalaya, Jabalpur to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:

In the said Notification, under the heading, "Elected under clause (b) of sub section (1) of Section 3", against serial number 13, the following entries shall be substituted, namely:

"13. Dr. Dilip Kumar Sakalley, Government Netaji Subhash Chandra Bose Medical College, Jabalpur	Rani Durgavati Vishwavidyalaya"
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[No. V. 11013/1/2007-ME(P-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 15 मई, 2007

का.आ. 1517.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(ख) के उपबंध के अनुसरण में डॉ. आर.पी. जिना, प्रोफेसर एवं शल्य चिकित्सा विभागाध्यक्ष बी. आर. डी. मेडिकल कालेज, गोरखपुर कायचिकित्सा संकाय के सदस्य, डी.डी. यू. गोरखपुर विश्वविद्यालय को इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए डी.डी. यू. गोरखपुर विश्वविद्यालय के कोर्ट द्वारा भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उप-धारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 50 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी अर्थात् :-

"50 डॉ. आर.पी. जिना	डी.डी.यू. गोरखपुर
प्रोफेसर एवं शल्य चिकित्सा	विश्वविद्यालय"
विभागाध्यक्ष, बी.आर.डी.	
मेडिकल कालेज, गोरखपुर	

[सं. वी. 11013/1/2007-एमई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 15th May, 2007

S. O. 1517.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. R. P. Jina, Professor and Head, Department of Surgery, BRD Medical College, Gorakhpur member of the faculty of Medicine, DDU Gorakhpur University has been elected by the Court of DDU Gorakhpur University to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:

In the said Notification, under the heading, "Elected under clause (b) of sub section (1) of Section 3", against serial number 50, the following entries shall be substituted, namely:

"50.	Dr. R.P. Jina,	DDU Gorakhpur
	Professor and Head	University"
	Department of Surgery,	
	BRD Medical College,	
	Gorakhpur	

[No. V. 11013/1/2007-ME(P-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 15 मई, 2007

का.आ. 1518.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(ख) के उपबंध के अनुसरण में डॉ. पी. राजन, सहायक प्रोफेसर, रेडियो डायग्नोसिस विभाग, मेडिकल कालेज, कालीकट, कायचिकित्सा संकाय के सदस्य, कालीकट विश्वविद्यालय को इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए कालीकट विश्वविद्यालय की सीनेट द्वारा भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 46 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी अर्थात् :-

"46 डॉ. पी. राजन,	कालीकट विश्वविद्यालय"
सहायक प्रोफेसर,	
रेडियो डायग्नोसिस विभाग,	
मेडिकल कालेज,	
कालीकट-8	

[सं. वी. 11013/6/2006-एमई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 15th May, 2007

S. O. 1518.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. P. Rajan, Assistant Professor, Department of Radiodiagnosis, Medical College, Calicut member of the faculty of Medicine, University of Calicut has been elected by the Senate Court of University of Calicut to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:—

In the said Notification, under the heading, "Elected under clause (b) of sub section (1) of Section 3", against serial number 46, the following entries shall be substituted, namely:—

"46. Dr. P. Rajan, University of Calicut
Assistant Professor,
Department of
Radiodiagnosis
Medical College,
Calicut-8

[No. V. 11013/6/2006-ME(P-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 15 मई, 2007

क्र.आ. 1519.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(ख) के उपबंध के अनुसरण में डॉ. ए. एन. वर्मा, प्रोफेसर और अस्थि विज्ञान विभागाध्यक्ष, एम.एल.एन. मेडिकल कॉलेज, इलाहाबाद, कार्यचक्रिका संकाय के सदस्य, इलाहाबाद विश्वविद्यालय को इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए इलाहाबाद विश्वविद्यालय के कोर्ट द्वारा भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात्:—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 27 के सामने निम्नलिखित प्रविष्टियाँ प्रतिस्थापित की जाएंगी अर्थात्:—

"727 डॉ. ए. एन. वर्मा, इलाहाबाद विश्वविद्यालय"
प्रोफेसर, और अस्थि विज्ञान
विभागाध्यक्ष, एम.एल.एन.,
मेडिकल कॉलेज, इलाहाबाद

[सं. वी. 11013/1/2007-एम ई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 15th May, 2007

S. O. 1519.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. A. N. Verma, Professor and Head, Department of Orthopaedic, M.L.N. Medical College, Allahabad member of the faculty of Medicine, University of Allahabad has been elected by the Court of University of Allahabad to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central

Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:—

In the said Notification, under the heading, "Elected under clause (b) of sub section (1) of Section 3", against serial number 27, the following entries shall be substituted, namely:—

"27. Dr. A. N. Verma, University of
Professor and Head Allahabad"
Department of Orthopaedic,
M.L.N. Medical College,
Allahabad

[No. V. 11013/1/2007-ME(P-I)]

T. J. S. CHAWLA, Under Secy.

कृषि मंत्रालय

(कृषि एवं सहकारिता विभाग)

नई दिल्ली, 8 मई, 2007

क्र.आ. 1520.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में कृषि एवं सहकारिता विभाग, कृषि मंत्रालय के अंतर्गत सार्वजनिक क्षेत्र के उपक्रम नेशनल सीड्स कॉर्पोरेशन लिमिटेड, नई दिल्ली के निम्नलिखित क्षेत्रीय कार्यालय को जिसके 80% कर्मचारीवृत्त ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

क्षेत्रीय कार्यालय,
नेशनल सीड्स कॉर्पोरेशन लिमिटेड,
681-690, मार्केटयार्ड, गुलटेक्री, पुणे-411037

[संख्या 3-6/2004-हिन्दी नीति]

पी. के. जलाली, संयुक्त सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture and Co-operation)

New Delhi, the 8th May, 2007

S.O. 1520.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rule, 1976, the Central Government hereby notifies following Regional Office of the National Seeds Corporation Limited, New Delhi, a Public Sector Undertaking under the control of the Department of Agriculture and Cooperation, Ministry of Agriculture, 80% staff whereof have acquired the working knowledge of Hindi:—

Regional Office,
National Seeds Corporation Ltd.,
681-690, Marketyard, Gultekri, Pune-411037

[No. 3-6/2004-Hindi Neeti]

P. K. JALALI, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 15 मई, 2007

का.आ. 1521.—केन्द्रीय सरकार, भारतीय मानक ब्यूरो अधिनियम, 1986 (1986 का 63) की धारा 7 की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री सायन चटर्जी, भा.प्र.से. (कैरल : 76) को 14 मई, 2007 (पूर्वाह्न) से तीन वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, 22,400-525-24,500 रुपये के वेतनमान में भारतीय मानक ब्यूरो के महानिदेशक के पद पर नियुक्त करती है।

[सं 2/9/2006-बीआईएस]

देश बंधु, अवर सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 15th May, 2007

S.O. 1521.—In exercise of the powers conferred by sub-section (1) of section 7 of the Bureau of Indian Standards Act, 1986 (63 of 1986), the Central Government hereby appoints Shri Sayan Chatterjee, IAS (KL:76) as Director General in Bureau of Indian Standards in the scale of pay of Rs. 22,400-525-24,500/- with effect from 14th May, 2007 (forenoon) for a period of three years or until further orders whichever is earlier.

[No. 2/9/2006-BIS]

DESH BANDHU, Under Secy.

भारतीय मानक ब्यूरो

नई दिल्ली, 7 मई, 2007

का.आ. 1522.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (को) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आईएस 1993:2006/आईएसओ 11949:1995-अतय-लघुकृत अपघटनी टिनप्लेट (चौथा पुनरीक्षण)	आईएस 1993:1993/आईएसओ 1111-1:1983	फरवरी 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, जण्डोगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जबपुर, कानपुर, नागपुर, पटना, पुणे तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 4/टी-8]

डा. (श्रीमती) स्नेह भाटला, वैज्ञानिक 'एफ' एवं प्रमुख (एण्टीडी)

BUREAU OF INDIAN STANDARDS

New Delhi, the 7th May, 2007

S.O. 1522.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 1993:2006/ISO 11949: 1995 Cold-reduced electrolytic tinplate (Fourth Revision)	IS 1993: 1993/ ISO 1111-1: 1983	1 Feb. 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 4/T-8]

Dr. (Mrs.) SNEH BHATLA, Scientist 'F' and Head (Met Engg)

नई दिल्ली, 14 मई, 2007

का.आ. 1523.—भारतीय मानक ब्यूरो नियम, 1987 के नियम, 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	1003 (Part 1) : 2003	संख्या 1, अप्रैल 2007	30 अप्रैल 2007
2.	1003 (Part 2) : 1994	संख्या 2, मार्च 2007	31 मार्च 2007
3.	6523 : 1983	संख्या 2, मार्च 2007	31 मार्च 2007
4.	15380 : 2003	संख्या 1, अप्रैल 2007	7 मई 2007

इस संशोधन को प्रति भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जबपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सेनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 14th May, 2007

S.O. 1523.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	1003 (Part 1): 2003	No. 1, April 2007	30 April 2007
2	1003 (Part 2): 1994	No. 2, March 2007	31 March 2007
3	6523: 1983	No. 2, March 2007	31 March 2007
4	15380: 2003	No. 1, April 2007	7 May 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Scientist 'F' and Head (Civil Engg.)

AMENDMENT NO. 1 APRIL 2007

TO

**IS 1003 (PART 1) : 2003 TIMBER PANELLED AND
GLAZED SHUTTERS—SPECIFICATION**

(Fourth Revision)

(Cover page, Title) — Substitute the following for the existing title :

‘ भारतीय मानक

लकड़ी के छत्तेदार तथा काँचित शटर — विशिष्टि

भाग 1 दरवाजे के शटर

(चौथा पुनरीक्षण)

Indian Standard

**TIMBER PANELLED AND GLAZED SHUTTERS—
SPECIFICATION**

PART 1 DOOR SHUTTERS

(fourth Revision)

(Second cover page, Foreword, first para, line 1) — Insert ‘(Part 1)’ after the word ‘Standard’.

(Page 1, clause 1.1, first sentence) — Insert ‘(Part 1)’ between ‘standard’ and ‘lays’.

(Page 10, clause 13) — Insert ‘ADDITIONAL’ before the existing title.

(CED 11)

AMENDMENT NO. 2 MARCH 2007

TO

**IS 1003 (PART 2) : 1994 TIMBER PANELLED AND GLAZED SHUTTERS—
SPECIFICATION**

PART 2 WINDOW AND VENTILATOR SHUTTERS

(Third Revision)

[Page 7, clause 13 (see also Amendment No. 1)] — Insert ‘ADDITIONAL’ before the existing title.

(CED 11)

AMENDMENT NO. 2 MARCH 2007

TO

**IS 6523 : 1983 SPECIFICATION FOR PRECAST REINFORCED
CONCRETE DOOR AND WINDOW FRAMES**

(First Revision)

[Page 14, clause 8—Title (see also Amendment No. 1)] — Substitute ‘ADDITIONAL’ for OPTIONAL.

(CED 53)

**BUREAU OF INDIAN STANDARDS
(CENTRAL MARKS DEPARTMENT-III)**

Our Ref: CMD-III/16: 15380

01-05-2007

SUBJECT: Implementation of Amendment No 1, April 2007 to IS 15380: 2003 moulded raised high density fiber (HDF) Panel Doors.

Amendment No 1, April 2007 to IS 15380:2003 Moulded Raised High Density fiber (HDF) Panel Doors has been published. This amendment does not require any change in the existing STI Doc:STI/15380/1 July 2004.

It has been decided to implement this amendment with immediate effect. ROs/BOs are requested to inform the licensees of IS 15380: 2003 under their jurisdiction about implementation of above amendment.

Encl: As above.

NAWAL KISHORE, Scientist B (CMD-III)

Sc.F&H (CMD-III)

All ROs/BOs, BIS LABS

c.c. CMD-1 CED

AMENDMENT NO. 1 APRIL 2007

TO

IS 15380:2003 MOULDED RAISED HIGH
DENSITY FIBRE (HDF) PANEL DOORS—
SPECIFICATION

(Page 6, clause 14)—Insert 'ADDITIONAL' before the title.

(CED 11)

नई दिल्ली, 14 मई, 2007

क्र.आ. 1524.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गये मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1566 :1982	4, अप्रैल 2007	7 मई 2007
2	आई एस 1785 (भाग 1) : 1983	4, अप्रैल 2007	9 मई 2007

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहदुरसाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्ण तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सेनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 14th May, 2007

S.O. 1524.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl.No.	No. and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 1566:1982	4, April 2007	7 May 2007
2	IS 1785 (Part 1): 1983	4, April 2007	9 May 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : CED/Gazette]

A. K. SAINI, Scientist 'F' and Head (Civil Engg.)

AMENDMENT NO. 4 APRIL 2007
TO
IS 1566 : 1982 SPECIFICATION FOR HARD-DRAWN
STEEL WIRE FABRIC FOR CONCRETE
REINFORCEMENT
(Second Revision)

(Page 10, Appendix A)—Insert the following values of *Mesh Size* and the corresponding values of *Diameter of Wire Each Way* and *Nominal Mass per m²* with the SI No. as indicated against each at the beginning of the informal table for SQUARE MESH and renumber the existing SI Nos. 1, 2, 3 as 5, 6 & 7 respectively :

SI. No.	Mesh Size (Nominal Pitch of Wires) mm	Diameter of Wire Each Way mm	Nominal Mass per m ² kg
(1)	(2)	(3)	(4)
1	25	2.5	2.03
2	25	3.0	3.08
3	40	2.5	2.10
4	40	3.0	2.85

Insert the following values of *Mesh Size* and the corresponding values of *Diameter of Wire Each Way* and *Nominal Mass per m²* with the SI. No. as indicated against each after the renumbered SI No. 7 and renumber the remaining SI Nos. 4 to 41:

SI. No.	Mesh Size (Nominal Pitch of Wires) mm	Diameter of Wire Each Way mm	Nominal Mass per m ² kg
(1)	(2)	(3)	(4)
8	75	3.0	1.50
9	75	4.0	2.64
10	75	5.0	4.25

AMENDMENT NO. 4 APRIL 2007
TO
IS 1785 : (PART 1) : 1983 SPECIFICATION FOR
PLAIN HARD-DRAWN STEEL WIRE FOR
PRESTRESSED CONCRETE
PART 1 COLD DRAWN STRESS-RELIEVED WIRE
(Second Revision)

[Page 5, clause 5.1 (see also Amendment No. 3)] — Insert the following values of *Nominal Diameters* and its corresponding values of *Tolerances* :

Nominal Diameter mm	Tolerance mm
3.00	±0.04
2.50	±0.025

[Page 5, clause 5.1.2 (see also Amendments No. 2 and 3)] — Insert the following values of *Nominal Diameter* and its corresponding values of *Nominal Mass* and *Tolerance* in the existing clause :

<i>Nominal Diameter</i> mm	<i>Nominal Mass</i> g/m	<i>Tolerance</i> g/m
3.00	55.5	±1.5
2.50	38.5	±1.25

[Page 6, clause 6.1 (see also Amendments No. 3)] — Insert the following values of *Nominal Diameter* and its corresponding values of *Tensile Strength* in the existing clause :

<i>Nominal Diameter</i> mm	<i>Tensile Strength, Min</i> N/mm ²
2.50	2010
3.00	1865

[Page 6, clause 6.4 (see also Amendments No. 3)] — Insert the following values of *Nominal Diameter* and its corresponding values of *Elongation, Percent* in the existing clause :

Amend No. 4 to IS 1785 (Part 1) : 1983

<i>Nominal Diameter</i> mm	<i>Elongation, percent</i> mm
2.50	2.5
3.00	2.5

[Page 8, clause 7.5 (see also Amendments No. 3)] — Insert the following values of *Diameter of Wire* and its corresponding values of *Radius of Jaws* in Table 1 under the existing clause :

<i>Diameter of Wire</i> mm	<i>Radius of Jaws</i> mm
2.50	7.50
3.00	10.00

नई दिल्ली, 15 मई, 2007

क्र.आ. 1525.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (को) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 371:1999 (तीसरा पुनरीक्षण)	4, मार्च, 2007	10 मई 2007

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुरसाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, पुणे, रायपुर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 14/टी-2]

पी. के. मुखर्जी, वैज्ञानिक 'एक' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 15th May, 2007

S.O. 1525 —In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued:

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 371:1999 Ceiling Roses-Specification (Third revision)	4 March, 2007	10 May, 2007

Copies of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET-14/T-2]

P. K. MUKHERJEE, Scientist 'F' and Head (Electrotechnical)

नई दिल्ली, 15 मई, 2007

का.आ. 1526.—भारतीय मानक ब्यूरो नियम, 1987 के नियम, 7 के उपनियम (1) के खंड (ख) के अनुसारण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 3854:1997 (दूसरा पुनरीक्षण)	4 अप्रैल, 2007	9 मई, 2007

इस भारतीय संशोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 14/टी-19]

पी. के. मुखर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 15th May, 2007

S.O. 1526.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 3854:1997 Switches for domestic and similar purposes-Specification (Second revision)	4 April, 2007	9 May, 2007

Copies of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET-14/T-19]

P. K. MUKHERJEE, Scientist 'F' and Head (Electrotechnical)

नई दिल्ली, 15 मई, 2007

क्र.आ. 1527.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में एतद्वारा अधिसूचित किया जाता है कि जिन भारतीय मानकों के विकरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं और वापस ले लिए गये हैं :

अनुसूची

क्रम संख्या	रद्द किये गये मानक की संख्या और वर्ष	भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) में का. आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1.	आई एस 13985:1994	मार्च, 2007	—

[संदर्भ : ईटीडी/सी-63(ए)]

पी. के. मुखर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 15th May, 2007

S.O. 1527.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, it is, hereby notified that the Indian Standards, Particulars of which are mentioned in the Schedule give hereafter, have been cancelled and stand withdrawn.

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Cancelled	S.O. No. & Date published in the Gazette of India, Part-II, Section-3, Sub-section (ii)	Remarks
(1)	(2)	(3)	(4)
1	IS 13985:1994	March, 2007	—

[Ref: ETD/G-63(A)]

P. K. MUKHERJEE, Scientist 'F' and Head (Electrotechnical)

नई दिल्ली, 15 मई, 2007

का.आ. 1528.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 7098 (भाग 1) : 1988 की संशोधन संख्या 1	1 अप्रैल, 1994	4 मई, 2007
2.	आई एस 7098 (भाग 1) : 1988 की संशोधन संख्या 2	2 फरवरी, 2007	4 मई, 2007

इन भारतीय संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में जिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 09/टी-43]

पी. के. मुखर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 15th May, 2007

S.O. 1528.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued:

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of the amendments	Date from which the amendments shall have effect
(1)	(2)	(3)	(4)
1.	IS 7098 (Part 1): 1988 Specification for Crosslinked Polyethylene Insulated PVC Sheathed Cables Part 1 For working voltages up to and including 1100 V (First revision)	1 April, 1994	4 May, 2007
2.	IS 7098 (Part 1): 1988 Specification for Crosslinked Polyethylene Insulated PVC Sheathed Cables Part 1 For working voltages up to and including 1100 V (First revision)	2 February, 2007	4 May, 2007

Copy of these Amendments are available with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET-09/T-43]

P. K. MUKHERJEE, Scientist 'F' and Head (Electro technical)

नई दिल्ली, 16 मई, 2007

का.आ. 1529.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (को) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1554 (भाग 1) : 1988 की संशोधन संख्या 1	1 जून, 1994	8 मई, 2007
2.	आई एस 1554 (भाग 1) : 1988 की संशोधन संख्या 2	2 जनवरी, 2007	8 मई, 2007

इन भारतीय संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 09/टी-12]

पी. के. मुखर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 16th May, 2007

S.O. 1529.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued:

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of the amendments	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1554 (Part 1) : 1988 Specification for PVC Insulated (Heavy Duty) Electric Cables Part 1 For working voltages up to and including 1100 V (Third Revision)	1 June, 1994	8 May, 2007
2.	IS 1554 (Part 1) : 1988 Specification for PVC Insulated (Heavy Duty) Electric Cables Part 1 For working voltages up to and including 1100 V (Third Revision)	2 January, 2007	8 May, 2007

Copy of these Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices; New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET-09/T-12]

P. K. MUKHERJEE, Scientist 'F' and Head (Electro technical)

नई दिल्ली, 17 मई, 2007

क्र.अ. 1530.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एवम् द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं:—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कोई) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई एस 14700 (भाग 4 अनुभाग 24) : 2007/आई ई सी 61000-4-24 (1997) चुम्बकीय संगतता (ई एम सी) भाग 4 परीक्षण एवं मापन तकनीकों अनुभाग 24 एच ई एम पी से उत्पन्न व्यवधान के लिए संरक्षी युक्तियों की परीक्षण पद्धतियाँ	—	जनवरी 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली-110 002 क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, कानपुर, पटना, पूणे तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एल टीडी/जी-75]

रीना गर्ग, प्रमुख (एल आई टी डी)

New Delhi, the 17th May, 2007

S.O. 1530.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1	IS 14700 (Part 4/Sec 24) : 2007/IEC 61000-4-24 (1997) Electromagnetic Compatibility (EMC) Part 4 Testing and Measurement Techniques Section 24 Test Methods for Protective Devices for HEMP conducted Disturbance	—	January, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : LTD/G-75]

REENA GARG, Head (LTD)

नई दिल्ली, 17 मई, 2007

का. अ. 1531.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 14885 : 2001	2 अप्रैल, 2007	13 मई, 2007

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, नागपुर, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सेनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 17th May, 2007

S.O. 1531.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued:

SCHEDULE

SL No.	No. and Year of the Indian Standards	No. and Year of the amendments	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 14885 : 2001	2 April, 2007	13 May, 2007

Copy of this Amendment are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Nagpur, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : CED/Gazette]

A. K. SAINI, Scientist 'F' and Head (Civil Engg.)

नई दिल्ली, 18 मई, 2007

क्र.आ. 1532.—भारतीय मानक ब्यूरो प्रमाणन विनियम, 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि वे लाइसेंस विनियमों के विवरण नीचे अनुसूची में दिए गए हैं उनके आगे दर्शाए गई तिथि से जारी किए गए हैं :

अनुसूची

अनु.क.लाइसेंस संख्या	वैधता	पार्टी का नाम और पता	उत्पादन	श्र.भा./भाग/विभाग/वर्ष
1	2	3	4	5
1.	7724380	28-03-2008	सुनिल इंडस्ट्रिज लि-8, एमआयडीसी फेज 2, मानपाड़ा रोड, बोंबीवली (पूर्व)-421203, थाणे जिला	कॉटन लाईनिंग कपड़ा श्र.भा. : 1535 : 1979
2.	7714781	01-03-2008	किम्प्लास पाईपिंग सिस्टम्स लिमिटेड बी-20, एमआयडीसी, अंबड, नर्सिक-422010	इरिगेशन इक्विपमेंट- स्ट्रेंकर टाईप फिल्टर्स श्र.भा. : 12785 : 1994
3.	7722982	26-03-2008	इन्ड आर्ट मटेरियल्स प्राइवेट लिमिटेड एल-70, वेरणा इलेक्ट्रॉनिक सिटी, वेरणा, नार्य गोवा-403722 गोवा 403 110	इनडेलिबल इंक श्र.भा. : 13209 : 1991
4.	7723176	26-03-2008	ईशान इंडस्ट्रिज एम-130, एमआयडीसी, घुसावल रोड, जलगांव-425003 विजय फायर के आगे, चांदिवली फार्म, साकी नाका, मुंबई-400072	इन्टीग्रल सिमेंट बॉटलफिफिंग कंपाऊंड श्र.भा. : 2645 : 2003
5.	7724683	28-03-2008	महालक्ष्मी इरिगेशन कंपनी प्रा. लि. प्लॉट संख्या-20, सावदा फैजपूर को-ऑपरेटिव इंडस्ट्रियल ईस्टेट, सावदा रोड, फैजपूर, जलगांव-425503, जिला थाणे-421601	इरिगेशन इक्विपमेंट-ईमिटर्स श्र.भा. : 13487 : 1992
6.	7699108	01-03-2008	ओम शांती ऑगो इंडस्ट्रिज गट संख्या-208/ए 1/ए 1, पोस्ट-वारखेडी, घुले	पैकेजबंद पेयजल श्र.भा. : 14543 : 2004
7.	7699007	01-03-2008	बी.पी. जैन ऑगो इंडस्ट्रिज बी. पी. जैन ईस्टेट, मुंबई आम्र रोड, घुले-424311	पैकेजबंद पेयजल श्र.भा. : 14543 : 2004

[सं. के. प्र. वि./13 : 11]

ए. के. बलवार, उप महानिदेशक

New Delhi, the 18th May, 2007

S.O. 1532.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Validity Date	Name and Address (factory) of the Party	Product	IS No./Part/ Sec year
1	2	3	4	5	6
1	7724380	28-3-2008	Sunil Industries, D-8, MIDC Phase II, Manpada Road, Dombivli (E) Thane Dombivli (E) Maharashtra-421203	Specification for Cotton Lining Cloth	IS 1535: 1979
2	7714781	01-03-2008	Kimplas Piping Systems Limited, B-20, MIDC, AMBAD, Nashik-422010, Nashik Maharashtra-422010	Irrigation Equipment Strainer-type-Filters- Specification	IS 12785: 1994
3	7722982	26-03-2008	Ind Art Materials Pvt Ltd., L-70, Verna Electronic City, Verna North Goa, Goa-403722	Indelible ink	IS 13209: 1991
4	7723176	26-03-2008	Eshan Industries M-130, MIDC, Bhusawal Road, Jalgaon, Maharashtra-425003	Specification for Integral Cement Waterproofing Compounds	IS 2645: 2003
5	7724683	28-03-2008	Mahalaxmi Irrigation Co. Pvt. Ltd., Plot No. 20, Savda Faizpur Co-op. Industrial Estate, Savda Road Faizpur, Jalgaon, Faizpur, Maharashtra-425503	Irrigation Equipment— Emitters—Specification	IS 13487: 1992
6	7699108	01-03-2008	Om Shanti Agro Industries Gat No. 208/A1/A1, at Post Warkhedi Dhule, Maharashtra	Packaged Drinking Water (other than Packaged Natural Mineral Water)— Specification	IS 14543: 2004
7	7699007	01-03-2008	B.P. Jain Agro Industries, B.P. Jain Estate, Mumbai Agra Road, Dhule Maharashtra-424311	Packaged Drinking Water (other than Packaged Natural Mineral Water)— Specification	IS 14543: 2004

(No. CMD/13: 11)

A. K. TALWAR, Dy. Director General

नई दिल्ली, 18 मई, 2007

का.आ. 1533.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि, वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु-भाग	वर्ष
1	2	3	4	5	6	7	8	9
1	7704576	6-2-2007	पोपट भागीरथ महाले (सरोक) मैन रोड, राम मंदिर चौक, श्रीरामपुर, अहमदनगर-413 709	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/ कृत्रिम-शिल्पकृति और चिन्होंकन	1417			1999

1	2	3	4	5	6	7
2	7705272	7-2-2007	सिमरतमल कुंदनमल ज्वैलर्स 2358, महात्मा गांधी रोड, अहमदनगर-414 001	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/ कृत्रिम-शिल्पकृति और चिन्हांकन	1417	1999
3	7709182	14-2-2007	कोएसबी पम्पस लिमिटेड मुंबई-पुणे रोड पिंपरी, जिला पुणे-411018	सबमर्सीबल पम्पसैट्स	8034	2002
4	7710773	19-2-2007	श्री लक्ष्मी कांक्र्रीट प्रॉडक्ट्स कंपनी गट संख्या, 571, एट पोस्ट शिंदवणे दालिमब रोड, उरलीकांचन के पास तालुका हवेली पुणे-411023	ग्रीकोस्ट कांक्र्रीट पाइप्स (री-इन्फोर्समेंट सहित एवं रहित)	458	2003
5	7711371	21-2-2007	श्री गणेश ज्वैलर्स एंड सर्राफ क्र.सं. 229, कामधेनु इस्टेट, बिल्डिंग नं. 4, दुकान नं. 13, हडप्सर, मंत्री मार्केट के सामने, पुणे-411013	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/ कृत्रिम-शिल्पकृति और चिन्हांकन	1417	1999
6	7711573	22-2-2007	बोडके सर्राफ 784, सराशिव पेठ कुमठेकर रोड, पुणे-411030	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/ कृत्रिम-शिल्पकृति और चिन्हांकन	1417	1999
7	7712878	21-2-2007	ओरियंट कंसल्टेंसी सर्विस 12, एकता कालोनी, हिमायत बाग औरंगाबाद-431001	विस्फोटक गैस वायु- मंडल के लिए विद्युत् उपकरण-आंतरिक सुरक्षा "आई"	5780	2002
8	7713779	28-2-2007	कोठारी ज्वैलर्स मेन रोड, जामखेड, एट पोस्ट जामखेड औरंगाबाद-413201	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/ कृत्रिम-शिल्पकृति और चिन्हांकन	1417	1999

[सं सीएमडी/13 : 11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 18th May, 2007

S.O. 1533.—In pursuance of sub-regulation (5) of regulation (4) of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No. Part/Sec.	Year
1	2	3	4	5	6	7
1	7704576	6-2-2007	Popat Bhagirath Mahale (Saraf) Main Road, Ram Mandir Chowk, Shrirampur, Ahmednagar 413709	Gold and gold alloys, Jewellery/ artefacts-fineness and marking	1417	1999

1	2	3	4	5	6	7
2	7705275	7-2-2007	Simaratna Kundanmai Jewellers 2538, Mahatma Gandhi Road, Ahmednagar-414001	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	1999
3	7709182	14-2-2007	KSB Pumps Ltd., Mumbai-Pune Road, Pimpri District Pune-411018	Submersible Pumpsets	8034	2002
4	7710773	19-02-2007	Shree Laxmi Concrete Products Company Gat No. 571, At Post Shindwane Dalimb Road, Near Uralikanchan, Taluka Haveli Pune-411023	Precast concrete pipes (with and without reinforcement)	458	2003
5	7711671	21-2-2007	Shree Ganesh Jewellers & Saraf S.No. 229, Kamdhenu Estate, Bldg. No. 4, Shop No. 13, Hadapsar In Front of Mantri Market Pune-411013	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	1999
6	7711573	22-2-2007	Ghodke Saraf 784, Sadashiv Peth Kumthekar Road Pune-411030	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	1999
7	7712878	21-2-2007	Orient Consultancy Services 12, Ekta Colony, Himayat Baug, Aurangabad-431001	Electrical apparatus for explosive gas atmospheres—intrinsic safety "I"	5780	2002
8	7713779	28-2-2007	Kothari Jewellers Main Road, Jamkhed, At Post Jamkhed, Ahmednagar-413201	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	1999

[No. CMD/13:14]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 18 मई, 2007

क्र.आ. 1534.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंस का नाम तथा पता	उत्पाद का नाम तथा आई एस	अनुज्ञापित स्वीकृत करने की तिथि
1	2	3	5	6
1.	7719286	मैसर्स पालको मेटल लिमिटेड, 604/बी, सहजानंद शॉपिंग सेंटर, शाहीबाग रोड, अहमदाबाद-380004	एलुमिनियम कंडक्टर फार ओवरहेड ट्रांसमिशन परपस आई एस 398 पार्ट 2 : 1996	15-03-07

1	2	3	4	5
2.	7714074	मैसर्स ममता ज्वैलर्स, यू.एफ. 1, जीक्सफोर्ड टावर, गुरुकुल रोड, मेमनगर, अहमदाबाद-380 052	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई.एस. 1417 : 1999	01-03-07
3.	7714276	मैसर्स जे.जे. ज्वैलर्स, शॉप नंबर 6, अपर ग्राउंड फ्लोर, आशीर्वाद कॉम्प्लेक्स, ठमा भवन के पास, भातर रोड, सुरत-395 007	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई.एस. 1417 : 1999	01-03-07
4.	7714478	मैसर्स लाडला ज्वैलर्स, 1, कृष्ण पैलेस, गोपाल टावर के सामने, स्टेशन रोड, मनीनगर, अहमदाबाद-380 008	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई.एस. 1417 : 1999	01-03-07
5.	7714680	मैसर्स गोरिशचंद्र नानचंद भाई, बौक्सी, 3/137, नवापुरा, पारसी शेरी, सुरत-395 003	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई.एस. 1417 : 1999	01-03-07
6.	7715783	मैसर्स जवाहर रत्न ज्वैलर्स, 1/126, देवसाही बाजार, कुबेरनगर, अहमदाबाद-382 340	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई.एस. 1417 : 1999	06-03-07
7.	7715985	मैसर्स पारीन अल्लामेट, 170, एम.जी. हवेली रोड, हवेली चैम्बर्स के सामने, मानेक चौक, अहमदाबाद-380 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई.एस. 1417 : 1999	08-03-07
8.	7716078	मैसर्स सुरभि ज्वैलर्स, 63/277, श्रीनगर हाउसिंग बोर्ड, सेक्टर 24, गांधीनगर-382 024	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई.एस. 1417 : 1999	07-03-07
9.	7716482	मैसर्स रवि ज्वैलर्स, 230-231, पांडर आरकडे, खड्ड बाजार, कच्छा रोड, सुरत-395 006	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई.एस. 1417 : 1999	06-03-07
10.	7716583	मैसर्स सोना ह्री सोना, जी/एफ. 7, मिलेनियम प्लाजा, मानसी टावर के सामने, अजिस बंगला रोड, वस्त्रापुर, अहमदाबाद-380 015	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई.एस. 1417 : 1999	08-03-07
11.	7716684	मैसर्स तुलसी ज्वैलर्स, 10/83, छोट्य बाजार, सुरत-395 003	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई.एस. 1417 : 1999	08-03-07
12.	7716886	मैसर्स तेजल ज्वैलर्स, 934, रामनगर, खोडियार चौक, साबरमती, अहमदाबाद-380 005	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई.एस. 1417 : 1999	08-03-07

1	2	3	4	5
13.	7716987	मैसर्स प्रीति डायमंड तथा गोल्ड ज्वेलरी, 1 एफ एफ श्याम शिखर काम्प्लैक्स, दिनेश चौम्वर्स के सामने, बापूलगर, अहमदाबाद-380 024	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	08/03/07
14.	7717787	मैसर्स बाबूलाल नानचंद सोनी, 4/2/111, मेन बाजार, पी ओ रानपुर, अहमदाबाद-363 610	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	12/03/07
15.	7717686	मैसर्स गोकुल ज्वैलर्स, 36, हरिओम शॉपिंग सेंटर, स्टेशन रोड, धनेरा, बनसकांट-385 310	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	12/03/07
16.	7719084	मैसर्स सुनिल ज्वैलर्स, 68, रामनगर, रांडर रोड, सूरत-395 005	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	15/03/07
17.	7719185	मैसर्स लकी ज्वैलर्स, बी/8, डिस्ट्रिक्ट शॉपिंग सेंटर, सैक्टर 21, गांधीनगर-382 021	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	15/03/07
18.	7719387	मैसर्स सामोर ज्वैलर्स, 62, हैपी होम शॉपिंग सेंटर, अंकुर रत्ना पार्क रोड, नारायणपुरा, अहमदाबाद-380 013	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	19/03/07
19.	7719488	मैसर्स नानचंदभाई रणछोड़दास, चौकसी, 3/345 से 347, 356, टवार रोड, सूरत-395 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	19/03/07
20.	7714377	मैसर्स जे जे ज्वैलर्स, शॉप नंबर 6, अपर ग्राउंड फ्लोर, आशीर्वाद काम्प्लैक्स, ठमा भवन के पास, भातर रोड, सूरत-395 007	चांदी एवं चांदी मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 2112 : 2003	01/03/07
21.	7714579	मैसर्स लाडला ज्वैलर्स, 1, कृष्णा पैलेस, गोपाल टावर के सामने, स्टेशन रोड, मनीनगर, अहमदाबाद-380 008	चांदी एवं चांदी मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 2112 : 2003	01/03/07
22.	7716785	मैसर्स तुलसी ज्वैलर्स, 10/83, छोटा बाजार, सूरत-395 003	चांदी एवं चांदी मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 2112 : 2003	08/03/07
23.	7717888	मैसर्स बाबूलाल नानचंद सोनी, 4/2/111, मेन बाजार, पी ओ रानपुर, अहमदाबाद-363 610	चांदी एवं चांदी मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 2112 : 2003	12/03/07
24.	7721576	मैसर्स सुनिल ज्वैलर्स, 68, रामनगर, रांडर रोड, सूरत-395 005	चांदी एवं चांदी मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 2112 : 2003	22/03/07

1	2	3	4	5
25.	7717080	मैसर्स बाबी इंडस्ट्रीज, प्लॉट नंबर 244, फेस 1, जी आई डी सी एस्टेट, नरोडा, अहमदाबाद-382 330	सबमर्सिबल पम्पसैट आई एस 8034 : 2002	09/03/07
26.	7720776	मैसर्स अमित इलेक्ट्रो प्लास्ट, 105, पहली मंजिल, सर्वोदय कर्मशाला सेंटर, सात्तापोस रोड, जी पी ओ, अहमदाबाद-380 001	कान्क्यूटस फार इलेक्ट्रिकल इन्स्टालेशन पार्ट 3 आई एस 9537 : पार्ट 3: 1983	20/03/07
27.	7715379	मैसर्स सिद्धी विनायक हेल्थ केंटर, 20, सर्वोदय सोसाइटी, उमियाधाम के पास, बराछा रोड, चैलासी सिनेमा के पास, सुरत-395 006	पेकेजबंद पेयजल 14543 : 2004	05/03/07
28.	7715379	मैसर्स गणेश एंटरप्राइस, बी 1, गजपति प्लाजा, कट्टरगाम दरवाजा, सुरत-395 004	पेकेजबंद पेयजल 14543 : 2004	06/03/07
29.	7720675	मैसर्स जैनम केबल इंडस्ट्रीज, रोड नंबर 288, जी वी एस एम इंडस्ट्रियल एस्टेट, ओडन रोड, अहमदाबाद-82 415	पी वी सी इंसुलेटेड (टैबी इयूटी) इलेक्ट्रिक केबल पार्ट 1, आई एस 1554 : भाग 1 : 1988	20/03/07
30.	7722578	मैसर्स डायमंड ज्वैलर्स, 321, सुपर माल, साल बंगला के पास, सी जी रोड, अहमदाबाद-380 009	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	26/03/07
31.	7722679	मैसर्स अमीधारा ज्वैलर्स, शॉप नंबर 19, कृष्णावन सोसाइटी, जन्ता अइसक्रीम के सामने, अंकुर रोड, नारायणपुरा, अहमदाबाद-380 013	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	26/03/07
32.	7725281	मैसर्स स्वामीनारायण ज्वैलर्स, 8, राज प्लाजा काम्प्लेक्स, सोनल चार रस्ता, मेमनगर, अहमदाबाद-380 052	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	28/03/07
33.	7725382	मैसर्स राज ज्वैलर्स, बी/7, स्नेह प्लाजा, आई ओ सी रोड, चांदखेडा, गांधीनगर-382 424	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	29/03/07
34.	7725584	मैसर्स सुवर्णकला, 17-बी, 380/2, पैकी शॉप नंबर 2, मधुवन कैम्पस, आनंद महल रोड, श्री राम पैट्रोल पम्प के सामने, सुरत	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	29/03/07
35.	7725685	मैसर्स बरहोवाल मानिकमल ज्वैलर्स, शॉप नंबर 90, झुलेसाला मॉर्पेर, सरदारनगर, अहमदाबाद-382 475	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	29/03/07

1	2	3	4	5
36.	7125786	मैसर्स श्री जी आर्ट ज्वैलर्स, 3025, नगररोड भार्कट, रतनपोल, अहमदाबाद-380 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	29/03/07
37.	7125887	मैसर्स राधिका ज्वैलर्स, शॉप नंबर 36-37, शीतल शॉपिंग मल्लवेयर, मजुरा फायर स्टेशन के सामने, भातर रोड, सूरत-395 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन, आई एस 1417 : 1999	29/03/07
38.	7125988	मैसर्स पूनम ज्वैलर्स, शॉप नंबर 1, रोसी स्क्वेयर, मेन बाजार, एवं मुहरांकन, आई एस 1417 : 1999 स्टेशन रोड वापी, वलसाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता	29/03/07
39.	7123984	मैसर्स शेठ सिमेंट प्रोडक्ट प्रा. लि., आतीर्थ एपार्टमेंट, संगम भाक, अंबावाडी, हीराबाग क्रासिंग, अहमदाबाद-380 015	53 ग्रेड ओ पी सी आई एस 12269 : 1987	29/03/07
40.	7125079	मैसर्स श्री गणेश एंटरप्राइस, प्लॉट नंबर 111/1, फेस 2, जी आई डी सी, नर्मदानगर, भारूच-392 015	पैकेजबंद पेयजल 14543 : 2004	23/03/07
41.	7126586	मैसर्स रुशन बिबरेडज, 10, महाराजा एस्टेट, होटल भाग्योदय के पीछे भाग्योदय के पीछे, सानंद सरखेज रोड, सरखेज अहमदाबाद-382 210	पैकेजबंद पेयजल 14543 : 2004	30/03/07

[सं. सीएमडी 1/13 : 11]

ए. के. तलवार, उप महानिदेशक (पुहर)

New Delhi, the 18th May, 2007

S.O. 1534.—In pursuance of sub-regulation (5) of regulation (4) of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the grant of licences particulars of which are given in the following schedule :

SCHEDULE**Licence Granted for the Month of March 2007**

Sl. No.	Licence No.	Name and Address of the licensee	Article/process with relevant Indian Standard covered by the licensee	Date of Grant of licence
1	2	3	4	5
1.	7719286	Palco Metals Limited, 604/B, Sahjanand Shopping Centre, Shahibaug Road, Ahmedabad-380004	Aluminium conductors for overhead transmission purposes : Part 2 Aluminium conductors, galvanized steel reinforced IS 398 : Part 2 : 1996	15-03-2007
2.	7714074	Mamta Jewellers U-F-1, Oxford Tower, Gurukul Road, Memnagar, Ahmedabad-380052	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417 : 1999	01-03-2007

1	2	3	4	5
3.	7714276	J.J. Jewellers Shop No. 6, Upper Ground Floor, Aashirwad Complex, Near Uma Bhavan, Bhatar Road, Surat-395007	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	01-03-2007
4.	7714478	Ladla Jewellers 1, Krishna Palace, Opp. Gopal Tower, Station Road, Maninagar, Ahmedabad-380008	Gold and Gold Alloy, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	01-03-2007
5.	7714680	Girishchandra Nanchandbhai Choksi 3/137, Nawapura, Parsi Sheri, Surat-395003	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	01-03-2007
6.	7715783	Jawahar Ratan Jewellers 1/126, Deviali Bazar, Kuberanagar, Ahmedabad-382340	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	06-03-2007
7.	7715985	Parin Ornaments 170, M. G. Haveli Road, Opp. Haveli Chamberi, Mansukhchowk Ahmedabad-380001	Gold and Gold Alloy, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	08-03-2007
8.	7716078	Surabhi Jewellers 63/277, Shrinagar Housing Board, Sector-24, Gandhinagar-382024	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	07-03-2007
9.	7716482	Ravi Jewellers 230-231, Poddaar Arcade, Khand Bazar, Varachha Road, Surat-395006	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	06-03-2007
10.	7716583	Sona Hi Sona G/F7, Millanium Plaza, Opp. Mansi Tower, Judges Bungalows Road, Vastapur Ahmedabad-380015	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	08-03-2007
11.	7716684	Tulsi Jewellers 10/83, Chaita Bazar, Surat-395003	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	08-03-2007
12.	7716886	Tejal Jewellers 934, Ramnagar, Khodiyar Chowk, Sabarnati, Ahmedabad-380005	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	08-03-2007
13.	7716987	Priti Diamond & Gold Jewellery 1-FF, Shyam Shikhar Complex, Opp. Dinesh Chamber, Bapnagar, Ahmedabad-380024	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	08-03-2007
14.	7717787	Babulal Nanchand Soni 42/111, Main Bazar, P.O. Rampur, Ahmedabad-363610	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	12-03-2007
15.	7717686	Gokul Jewellers 36, Hariom Shopping Centre, Station Road, Dhanera, Banaskantha-385310	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	12-03-2007

1	2	3	4	5
16.	7719084	Sunil Jewellers 68, Ramnagar, Rander Road, Surat-395005	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	15-03-2007
17.	7719185	Lucky Jewellers B/8, District Shopping Centre, Sector-21, Gandhinagar-382021	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	15-03-2007
18.	7719387	Samor Jewellers 62, Happy Home Shopping Centre, Ankur Rama Park Road, Naranpura, Ahmedabad-380013	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	19-03-2007
19.	7719488	Nanchandbhai Ranchhodas Choski, 3/345 to 347, 56, Tower Road, Surat-395001	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417: 1999	19-03-2007
20.	7714377	J. J. Jewellers Shop No. -6, Upper Ground Floor, Aashirwad Complex, Near Uma Bhawan, Bhatar Road, Surat-395007	Gold and Gold Alloy, Jewellery/Artefacts— Fineness and Marking IS 2112: 2003	01-03-2007
21.	7714579	Ladla Jewellers 1, Krishna Palace, Opp. Gopal Tower, Station Road, Manninagar, Ahmedabad-380008	Silver and Silver Alloys, Jewellery/Artefacts— Fineness and Marking IS 2112: 2003	01-03-2007
22.	7716785	Tulsi Jewellers 10/83, Chauta Bazar, Surat-395003	Silver and Silver Alloys, Jewellery/Artefacts— Fineness and Marking IS 2112: 2003	08-03-2007
23.	7717888	Babulal Nanchand Soni 4/2/111, Main Bazar, P.O. Ranpur, Ahmedabad-363610	Silver and Silver Alloys, Jewellery/Artefacts— Fineness and Marking IS 2112: 2003	12-03-2007
24.	7721576	Sunil Jewellers 68, Ramnagar, Rander Road, Surat-395005	Silver and Silver Alloys, Jewellery/Artefacts— Fineness and Marking IS 2112: 2003	22-03-2007
25.	7717080	Bobby Industries Plot No. 244, Phase-1, GIDC Estate, Naroda, Ahmedabad-382330	Submersible Pumpsets IS 8034: 2002	09-03-2007
26.	7720776	Amit Electro Plast 105, First Floor, Sarvodya Commercial Centre, Salapose Road, G.P.O., Ahmedabad-380001	Conduits for electrical installations, part 3 Rigid Plain conduits of insulating materials (superseding IS: 2509) IS 9537: Part 3: 1983	20-03-2007
27.	7715076	Siddhi Vinayak Health Care 20, Sarvoday Society, Near Umiyadham, Varachha Road, Near Vaishali Cinema, Surat-395006	Packaged Drinking Water (other than Packaged Natural Mineral Water) 14543: 2004	05-03-2007
28.	7715379	Ganesh Enterprise B-1, Ganpati Plaza, Katargam Darwaja, Surat-395004	Packaged Drinking Water (other than Packaged Natural Mineral Water) 14543: 2004	06-03-2007

1	2	3	4	5
29.	7720675	Jainam Cable Industries Shed No. 288, GVMM. Indl. Estate, Odhav Road, Ahmedabad-382415	PVC insulated (heavy duty) electric cables : part 1 for working voltages IS 1554 : Part 1 : 1988	20-03-2007
30.	772578	Diamond Jewels 321, Super Mall, Near Lal Bungalow, C.G. Road, Ahmedabad-380009	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417 : 1999	26-03-2007
31.	772679	Amidhara Jewellers Shop No. 19, Krishnavan Society, Opp. Janta Ice-cream, Ankur Road, Nararpura, Ahmedabad-380013	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417 : 1999	26-03-2007
32.	7725281	Swaminarayan Jewellers 8, Raj Plaza Complex, Sonal Char Rasta, Memnagar, Ahmedabad-380052	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417 : 1999	28-03-2007
33.	7725382	Raj Jewellers B/7, Sneh Plaza, IOC Road, Chandkheda, Gandhinagar-382424	Gold and Gold Alloy, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417 : 1999	29-03-2007
34.	7725584	Suvarnakala 17-B, 380/2, 384/2 Paiki Shop No. 2, Madhuvan Campus, Anand Mahel Road, Opp. Shri Ram Petrol Pump, Surat	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417 : 1999	29-03-2007
35.	7725685	Verbomal Manikmal Jewellers Shop No. 90, Jhulelal Mandir, Sardarnagar, Ahmedabad-382475	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417 : 1999	29-03-2007
36.	7725786	Shreeji Art Jewellers 3025, Nagarsheth Market, Ratanpole, Ahmedabad-380001	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417 : 1999	29-03-2007
37.	7725887	Radhika Jewellers Shop No. 36-37, Shital Shopping, Square, Opp. Majura Fire Station, Bhatar Road, Surat-395001	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417 : 1999	29-03-2007
38.	7729988	Poonam Jewellers Shop No. 1, Rosy Square, Main Bazar, Station Road, Vapi, Valsad	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking—Specification IS 1417 : 1999	29-03-2007
39.	7723984	Sheth Cement Products Pvt. Ltd. 4/Aatirth Appt. Sangampack, Ambawadi, NR, Hirabag Crossing, Ahmedabad-380015	53 grade ordinary Portland Cement 12269 : 1987	29-03-2007
40.	7725079	Shree Ganesh Enterprise Plot No. 111/1, Phase-II, GIDC, Narmadanagar, Bharuch-392015	Packaged Drinking Water (other than Packaged Natural Mineral Water) 14543 : 2004	23-03-2007

1	2	3	4	5
41.	7726586	Rushabh Beverages 10, Maharaja Estate, B/H Hotel Bhagyoday, Sanand Sarkhej Road, Sarkhej, Ahmedabad-382210	Packaged Drinking Water (other than Packaged Natural Mineral Water) 14543 : 2004	30-03-2007

[No. CMD-1/13 : 11]

A. K. TALWAR, Dy. Director-General (Marks)

नई दिल्ली, 18 मई, 2007

क्रा.आ. 1535.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंस का नाम तथा पता	उत्पाद का नाम तथा आई एस	अनुमति स्वीकृत करने की तिथि
1	2	3	5	6
1.	7727487	गांधी ज्वैलर्स, 745/3, सिमेंट चाल, गोमतीपुर रोड, गोमतीपुर रोड, अहमदाबाद-380021	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	30-03-07
2.	7727790	मंगलम ज्वैलर्स, ए-25, काशी एस्टेट, गमडी वाड, आनन्द-388 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	02-04-07
3.	7727891	बापूलाल अमठाभाई चौकसी, पांडवी बस स्टॉप के पीछे, एम जी रोड, बड़ोरा-390 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	02-04-07
4.	7728691	शाश्वत ज्वैलर्स प्रा. लि., 6/1468, शाश्वत गिरी, कंसाराशेरी, महोदधरपुर, सूत-395 003	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	04-04-07
5.	7727689	आभूषण ज्वैलर्स, 117, तेजेन्द्रा बिहार पार्ट 2, तेजेन्द्रा नगर बस स्टॉप के सामने, जिराट नगर, ओढव, अहमदाबाद-382352	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	02-04-07
6.	7731175	पुष्पम गोल्ड पैलेस, 445/बी, परबंदियास के पास, राक् मार्केट, नवा वाडेज, अहमदाबाद-380 013	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	13-04-07
7.	7730476	सिडार डैकोर प्रा लि, एफ/2, शपथ, राजपथ क्लब के सामने, सरखेज गांधी नगर हाइवे, अहमदाबाद-380 015	डैकोरेटिव थर्मोसेटिंग सिनथेटिक रेशिन बॉन्ड्ड लैमिनेटेड शीट आई एस 2046 : 1995	13-04-07

1	2	3	4	5
8.	7729087	भावनी हेल्थ केयर, 75, पटेल नगर सोसाइटी, ए के रोड, सुरत-395 006	पेकेजबंद पेयजल 14543 : 2004	05-04-07
9.	7730577	ओयसिस वाटलिंग सी/ओ भूपथ एच टेरेथिया, लक्ष्मीकांत, आश्रम रोड, चंद्रकांत सोसाइटी, पार्ट 1, मकान नंबर 31, कट्टरगाम, सुरत	पेकेजबंद पेयजल 14543 : 2004	13-04-07
10.	7739996	जादवर ज्वैलर्स, एस एफ 2, चंदन काम्पलैक्स, स्वास्तिक सोसाइटी, स्वास्तिक चार रस्ता के पास, नवरंगपुरा, सी जी रोड, अहमदाबाद-380 009	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	11-04-07
11.	7730981	सोनी भानुभाई इंदूलाल तथा सन्ध, 1118, सोनी की खडकी, सामडी चकला, नडियाड, खेडा-387 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	13-04-07
12.	7731074	सोनी भानुभाई इंदूलाल तथा सन्ध, 1118, सोनी की खडकी, सामडी चकला, नडियाड, खेडा-387 001	चांदी एवं चांदी मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 2112 : 2003	13-04-07
13.	7727588	सुवर्ण कला 14, दुर्गा शॉपिंग सेंटर, नवरंग स्कूल ऑबिका नगर, ओडव, अहमदाबाद-382 315	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	02-04-07
14.	7732177	राइसिंग एग्रो इंडस्ट्रीज, 9/हाई स्कूल शॉपिंग सेंटर, टावर रोड, नायरा, सुरत-394 650	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	18-04-07
15.	7732480	मैसर्स अक्षर ज्वैलर्स, 1126/1, सामडी चकला, भावसर वाड, नडियाड, खेडा-387 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	19-04-07
16.	7732480	मैसर्स अक्षर ज्वैलर्स, 1126/1, सामडी चकला, भावसरवाड, नडियाड खेडा-387 001	चांदी एवं चांदी मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 2112 : 2003	19-04-07
17.	7732581	जाफर भाई सैलेशभाई रागिनावाला, 1-3, एम्पायर चैम्बर्स, नवापुरा, कारवा रोड, सुरत-395 003	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	19-04-07

1	2	3	4	5
18.	7732379	चौकसी जी एन ब्रदर्स 11/70, छोटा पुल, मेन रोड, भगतालाव, सूरत-395 003	चांदी एवं मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 2112: 2003	23-04-07
19.	7732884	सोनी नटूभाई चिमनलाल गहना, जी 3, दीनदयाल कर्मशाल सेंटर, नगरपालिका के सामने, स्टेशन रोड, आनंद-388 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	23-04-07
20.	7732985	चौकसी जी एन ब्रदर्स, 11/70, छोटा पुल, मेन रोड, भगतालाव, सूरत-395 003	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	23-04-07
21.	7734181	मीका रुशिल प्रा लि, ए।, क्रोनकल अपार्टमेंट, महालक्ष्मी सोसाइटी, महालक्ष्मी टैंपल के सामने, पालडी, अहमदाबाद-380 007	डैकोरेटिव थर्मोसेटिंग सिनथेटिक रेसिन बॉर्डिड लैमिनेटेड शीट आई एस 2046 : 1995	19-04-07
22.	7734080	मंगलन ज्वैलर्स, माधव चैम्बर्स, गुरु नानक चौक, डॉ गिरधर पटेल मार्ग, बनसकांटा-385 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	24-04-07
23.	7733987	गायत्री ज्वैलर्स, शॉप नंबर 9, गांधी चौक, सरदार बाबला के पास, डेटरोज रोड, मेहराना-382 715	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	24-04-07
24.	7733886	एक्सक्यूसिव ज्वैलरी कम्पनी, 50, सेंटर पाईट, पंचवटी, एलिसब्रीज, अहमदाबाद-380 006	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	24-04-07
25.	7733785	जैन ज्वैलर्स, 1265/1, लूहर एस पोल कार्नेर, एम जी हवेली रोड, मानेक चौक, अहमदाबाद-380 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	24-04-07
26.	7733684	मुरलीधर ज्वैलर्स, बी 21, वैलकम प्लाजा, गणेश चौकडी, आनंद-388 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	24-04-07
27.	7733583	जी के ठक्कर ज्वैलर्स, 9/140, वाडी फालिया, खांडवाला स्ट्रीट भागल, सूरत-395 003	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	24-04-07

[सं. सीएसडी-1/13 : 11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 18th May, 2007

S.O. 1535.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Name and Address of the licensee	Article/process with relevant Indian Standard covered by the licensee	Date of Grant of licence
1	2	3	4	5
1.	7727487	Gandhi Jewellers 745/3, Cement Chal, Gomtipur Road, Ahmedabad-380021	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	30-3-2007
2.	7727190	Mangalam Gold A-25, Kashi Estate, Gandhi Wad, Anand-388001	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	02-4-2007
3.	7727891	Bapulal Amthabhai Choksi Behind Mandvi Bus Stop, M.G. Road, Vadodra-390001	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	02-4-2007
4.	7728691	Shashvat Jewels Pvt. Ltd. 6/1468, Shashvat Giri Kamsarasheri, Mahidharpura Surat-395003	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	04-04-2007
5.	7727689	Aabhushan Jewellers 117, Tejender Vihar Part 2, Opp. Tejender Nagar Bus Stop, Viratnagar, Odhav, Ahmedabad-382352	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	02-04-2007
6.	7731175	Pushpan Gold Palace 445/B, Near Parabdivas, Shak Market, Nava Wadaj, Ahmedabad-380013	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	13-04-2007
7.	7730476	Cedar Decor Pvt. Limited F/2, Sapath, Opp. Rajpath Club, Sarkhej-Gandhinagar Highway, Ahmedabad-380015	Decorative Thermosetting Synthetic Resin Bonded Laminated Sheets— Specification IS 2046: 1995	13-04-2007
8.	7729087	Bhavani Health Care 75, Patel Nagar Society, A.K. Road, Surat-395006	Packaged Drinking Water (other than Packaged Natural Mineral Water) IS 14543: 2004	05-04-2007
9.	7730577	Oasis Bottling, C/o Bhupath Tavethiya, Laxmikant Ashram Road, Chandrakant Society, Part-I, Makam No. 31, Katargam, Surat	Packaged Drinking Water (other than Packaged Natural Mineral Water) IS 14543: 2004	13-04-2007
10.	7729996	Jadfar Jewellers, SF-2, Chandan Complex, Swastik Society, Near Swastik Char Rasta, Navangpura, C. G. Road, Ahmedabad-380009	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	11-04-2007

1	2	3	4	5
11.	7730081	Soni Bhanubhai Indulal & Sons 1118, Soni Ni Khadki, Samdi Chakla, Nadiad, Kheda-387001	Gold and Silver Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	13-04-2007
12.	7731074	Soni Bhanubhai Indulal & Sons 1118, Soni Ni Khadki, Samdi Chakla, Nadiad, Kheda-387001	Silver and Gold Alloys, Jewellery/Artefacts—Fineness and Marking IS 2112: 2003	13-04-2007
13.	7727388	Suvarnakala 14, Durga Shopping Centre, Near Navran School, Ambikanagar, Odhav, Ahmedabad-382315	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	02-04-2007
14.	7732177	Rising Agro Industries 9/High School Shopping Centre, Tower Road, Vyara, Surat-394650	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	18-04-2007
15.	7732480	Akshar Jewellers 1126/1, Near Samdi Chakla, Bhavsarwad, Nadiad, Kheda-387001	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	19-04-2007
16.	7732581	Akshar Jewellers 1126/1, Near Samdi Chakla, Bhavsarwad, Nadiad, Kheda-387001	Silver and Silver Alloys, Jewellery/Artefacts—Fineness and Marking IS 2112: 2003	19-04-2007
17.	7732379	Jafaribhai Salehbhai Daginawala, 1-3, Empire Chambers, Navapura, Karwa Road, Surat-395003	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	19-04-2007
18.	7733078	Choksi G. N. Brothers, 11/70, Chauta Pool, Main Road, Bhagatalav, Surat-395003	Silver and Silver Alloys, Jewellery/Artefacts—Fineness and Marking IS 2112: 2003	23-04-2007
19.	7732884	Soni Narubai Chimanlal "Gehna" G-3, Dindayal Commercial Centre, Opp. Nagarpalika, Station Road, Anand-388001	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	23-04-2007
20.	7732985	Choksi G. N. Brothers, 11/70, Chauta Pool, Main Road, Bhagatalav, Surat-395003	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	23-04-2007
21.	7734181	Mica Rushil Pvt. Ltd., A-1, Kinkal Apartment, Mahalaxmi Society, Opp. Mahalaxmi Temple, Paldi, Ahmedabad-380007	Decorative Thermosetting Synthetic Resin Bonded Laminated Sheets— Specification IS 2046	19-04-2007
22.	7734080	Mangalam Jewellers, Madhav Chambers, Gurav Nanak, Chawki, D. N. Nagar, Patel Marg, Bhujkantha, Gandhinagar	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	24-04-2007

1	2	3	4	5
23.	7733987	Gayatri Jewellers, Shop No. 9, Gandhi Chowk, Near Sardar Bavla Detroj Road, Mehsana-382715	Gold and Gold Alloys, Jewellery/Aretifacts—Fineness and Marking—Specification IS 1417: 1999	24-04-2007
24.	7733886	Exclusive Jewellery Co., 50, Centre Point Panchwati, Ellisbridge Ahmedabad-380006	Gold and Gold Alloys, Jewellery/Aretifacts—Fineness and Marking—Specification IS 1417: 1999	24-04-2007
25.	7733785	Jain Jewellers, 1265/1, Lohar S Pole Corner, M. G. Haveli Road, Manek Chuwk, Ahmedabad-380001	Gold and Gold Alloys, Jewellery/Aretifacts—Fineness and Marking—Specification IS 1417: 1999	24-04-2007
26.	7733684	Murlidhar Jewellers, B/2, Welcome Plaza, Ganesh Chokadi Anand-388001	Gold and Gold Alloys, Jewellery/Aretifacts—Fineness and Marking—Specification IS 1417: 1999	24-04-2007
27.	7733583	G. K. Thakkar Jewellers, 9/140, Wadi Falia, Khandwala Street, Bhagal, Surat-395003	Gold and Gold Alloys, Jewellery/Aretifacts—Fineness and Marking—Specification IS 1417: 1999	24-04-2007

[No. CMD-1/13: III]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 18 मई, 2007

क्र.आ. 1536.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 5 के उप-नियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :

अनुसूची

अप्रैल, 2007 में रद्द किए गए अनुज्ञप्ति

क्रम संख्या	लाइसेंस संख्या	लाइसेंस का नाम तथा पता	उत्पाद का नाम तथा आई एस	अनुज्ञप्ति रद्द करने की तिथि
1	2	3	5	6
1.	7689105	प्राईमा इंजीनियर्स, 11, करुणासागर एस्टेट, सोनिया सिरामिक्स के सामने, अनिल स्टार्च मिल रोड, नरोडा रोड, अहमदाबाद-380 025	सबमर्सिबल पम्पसेट 8034 : 2002	25-04-2007
2.	7705780	नंदीनी बिबरेज, 13/14, पारेख बाडी, हिंदू कासानगर के सामने, समुल डेरी, कट्टरगाम, सूरत-395 004	पेकेजबंद पेयजल 14543 : 2004	26-04-2007
3.	7708180	अर्चना इंजीनियरिंग वर्क्स, एल-54, जी आई डी एस्टेट, औलड वाटर टैंक के पीछे, अहमदाबाद-383 415	ओपनवेल सबमर्सिबल पम्पसेट 14220 : 1994	19-04-2007
4.	7708281	अर्चना इंजीनियरिंग वर्क्स, एल-54, जी आई डी एस्टेट, औलड वाटर टैंक के पीछे, अहमदाबाद-383 415	पम्प रीजैरेटिव या कलौयर कोल्ड वाटर 8472 : 1988	19-04-2007

1	2	3	5	6
5.	7709485	शुद्ध जल बिबरेज, 19, प्रकाश एस्टेट, रीयानगर, वसटल रोड, अहमदाबाद-380 026	पेकेजबंद पेयजल 14543 : 2004	27-04-2007
6.	7710672	हरि ओम बिबरेज, 333/334, सुविधानगर, वावडी (बजरग), गोधरा, पंचमहल	पेकेजबंद पेयजल 14543 : 2004	26-04-2007

[सं. सीएमडी-1/13 : 13]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 18th May, 2007

S.O. 1536.—In pursuance of Sub-regulation (6) of regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following schedule has been Cancelled with effect from the date indicated :

SCHEDULE**Cancelled licence For the month of April 2007**

Sl. No.	Licence No.	Name and Address of the licensee	Article/process with relevant Indian Standard covered by the licensee	Date of Cancelled
1	2	3	4	5
1.	7689105	Prima Engineers, 11, Karunasagar Estate, Opp. Soniya Ceramic, Anil Startch Mill Road, Naroda Road, Ahmedabad-380 025	Submersible Pumpsets 8034: 2002	25-4-2007
2.	7705780	Nandini Beverages, 13-14, Parakh Wadi, Opp Hindu Kananagar, Sumul Dairy Katargam Surat-395 004	Packaged Drinking Water 14543: 2004	26-04-2007
3.	7708180	Archana Engineering Works, L-54, GI DC Estate, Beh. Old Water Tank, Ahmedabad-382415	Openwell Submersible Pumps 14220: 1944	19-04-2007
4.	7708281	Archana Engineering Works, L-54, GI DC Estate, Beh. Old Water Tank, Ahmedabad-382415	Pumps Regenerative or Clear Cold Water 8472: 1988	19-04-2007
5.	7709485	Sudh Jal Beverages 19, Prakash Estate, Rianagar Vastral Road, Ahmedabad-380 026	Packaged Drinking Water 14543: 2004	27-04-2007
6.	7710672	Hari Om Beverages 333/334, Suvidhanagar, Vavdi (Bujrag), Godhra Dist. Panchmahal Gujarat.	Packaged Drinking Water 14543: 2004	26-04-2007

[No. CMD-1/13 : 13]

A. K. TALWAR, Dy. Director General (Marks)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 21 मई, 2007

का. अ. 1537.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.अ. 110(अ) तारीख 1 फरवरी, 2007 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मैसर्स रिलायन्स इंडस्ट्रीज लिमिटेड के गोवा में उत्तरी/दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्रप्रदेश राज्य में संरचनाओं से महाराष्ट्र राज्य में ठाणे जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 9 अप्रैल, 2007 अथवा उससे पहले उपलब्ध करा दी गई थीं ;

और पाइपलाइन बिछाने के संबंध में जनता की ओर से प्राप्त अश्वेषों पर सक्षम प्राधिकारों द्वारा विचार कर लिया गया है और अनुसूचनात कर दिया गया ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केंद्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केंद्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि में पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केंद्रीय सरकार में निहित होने की बजाए, सभी विल्लंगों से मुक्त, मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

अनुसूची

मंडल / तहसील / तालुका श्वाब्द		जिला : ठाणे		राज्य : महाराष्ट्र		
गाँव का नाम	सर्वे / हिस्सा नंबर	आर. ओ. यु. अर्जित करने के लिये क्षेत्रफल				
		हेक्टेयर	एकर	सि-एकर		
1	2	3	4	5		
1) जुसाणे	542	00	00	10		
	253	00	00	10		
	251	00	00	10		
	447	00	01	77		
	438	00	02	96		
	385	00	28	96		
	258	00	05	08		
	250	00	01	93		
	223	00	04	43		
	219	00	05	87		
	213	00	03	99		
212	00	02	93			
2) विजयगड	11/2A	00	03	31		
	10/7A	00	14	50		
	10/7B	00	14	51		
	10/1/1	00	00	55		
3) डोंगले	5/8A	00	02	64		
	5/1A+2A	00	17	17		
मंडल / तहसील / तालुका श्वाब्द		जिला : ठाणे		राज्य : महाराष्ट्र		
1) कोंडगोव	82	00	03	80		
2) कवरीली	107	00	39	60		

[फा. सं. एल-14014/41/2004-जी. पी.]

एस. बी. मण्डल, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 21 May, 2007

S. O. 1537.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas, number **S.O. 110 (E) dated 1st February 2007**, issued under sub-section (1) of Section 3 of the Petroleum & Minerals Pipelines (Acquisition of Right of User of land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas from the exploration blocks in the Northern/Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited by M/s. Reliance Gas Transportation Infrastructure Limited to various consumers of District Thane in the State of Maharashtra;

And, whereas, copies of the said notification were made available to the public on or before **9th April, 2007**;

And whereas objections were received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under of sub-section (1) of Section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report and on being satisfied that the said land is required for laying, the pipeline has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on this date of publication of this declaration, in the M/s. Reliance Gas Transportation Infrastructure Limited free from all encumbrances.

Schedule

Mandal/Tehsil/Taluka: Wada		District: Thane	State : Maharashtra		
Village		Survey/ Sub-division No.	Area to be acquired for ROU		
			Hectare	Acre	C-Acre
1	2	3	4	5	
1) Musarni	542	00	00	10	
	253	00	00	10	
	251	00	00	10	
	447	00	01	77	
	438	00	02	96	
	385	00	28	96	
	256	00	05	08	
	250	00	01	93	
	223	00	04	43	
	219	00	05	87	
	213	00	03	99	
	212	00	02	93	

1	2	3	4	5
2) Vijaygarh	11/2A	00	03	31
	10/7A	00	14	50
	10/7B	00	14	51
	10/1/1	00	00	56
3) Dongate	5/8A	00	02	64
	5/1A+2A	00	17	17
Mandal/Tehsil/Taluka: Vikramgarh		District: Thane		State: Maharashtra
1) Kondgaon	62	00	03	80
2) Mhasurdi	107	00	39	60

[F. No. L-14014/41/2004-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 23 मई, 2007

क्र. अ. 1538.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 281 दिनांक 31 जनवरी 2007 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल.पी.जी) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य के नाभा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील—अमलोह, जिला—फतेहगढ़ साहिब, पंजाब राज्य की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को 31 मार्च से 03 अप्रैल 2007 तक उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट, भूमि में उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तिथि से, केन्द्रीय सरकार में निहित होने की बजाय, सभी विलिंगमों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : अमलोह

जिला : फतेहगढ़ साहिब

राज्य : पंजाब

गाँव का नाम	इदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
तंका बधा खुर्द	93		34	00	02	11
			44	00	08	01
			45	00	11	38
			47	00	11	38
			51	00	14	75
			448/52	00	06	75
			449/52	00	00	84
			54	00	00	84
			55	00	10	54
			56	00	02	95
			63	00	00	42
			66	00	00	84
			67	00	18	55
			68	00	13	49
			69	00	06	74
			71	00	05	06
			146	00	02	11
रायपुर चौबदारां	88	7	13	00	03	29
			18	00	11	38
			23/1	00	04	81
			23/2	00	05	82
		14	2	00	00	25
			3/1	00	07	08
			3/2	00	03	54
			8/1	00	06	32
			8/2	00	00	25
			9/1	00	03	54
			9/2	00	00	25
			12	00	08	35
			19	00	10	62
		21	22/1	00	02	28
			22/2	00	08	85
			2	00	11	13
			9/1	00	01	26
			9/2	00	06	07
			12	00	13	41
			18/1	00	00	25
			18/2	00	00	51
			19	00	10	62

1	2	3	4	5	6	7
रायपुर चौबेदारा	88	21	22	00	07	59
			23	00	03	54
			26	2	00	06
			3	00	06	07
			8	00	08	60
			9	00	02	53
			12/2	00	00	25
			13	00	10	88
			18	00	11	13
			23	00	11	13
		31	3	00	11	13
			8/1	00	08	09
			8/2	00	03	04
			13	00	11	13
			18/1	00	05	56
			18/2	00	03	04
			44	00	06	58
			114	00	00	51
कपूरगढ़	87	4	23	00	02	53
			24	00	03	04
		13	3	00	09	61
			4	00	02	02
			8/1	00	05	56
			8/2	00	05	08
			13/1	00	11	38
			18	00	11	63
			22	00	00	25
			23	00	11	38
		20	2	00	04	05
			3	00	07	08
			8	00	00	76
			9	00	05	56
			12/1	00	08	09
			12/2	00	03	29
			19/1	00	02	53
			19/2	00	08	85
			22	00	11	63
			28	00	04	81
		29	1/2/2	00	00	25
			2/1	00	03	29
			2/2	00	06	58
			9	00	07	08
			10/1	00	04	55
			11/1	00	05	82
			11/2	00	04	30
			12/1	00	00	76

1	2	3	4	5	6	7
कपूरगढ़	87	29	20	00	11	38
			21/1	00	09	86
			21/2	00	01	52
			40	1	00	62
			10	00	02	53
			41	6	00	56
			15	00	11	38
			16	00	11	13
			17	00	01	26
			24/2	00	11	13
			25	00	01	26
			47	4/1	00	01
			4/2	00	11	13
			7/1	00	01	52
			7/2	00	03	04
			8	00	06	07
			13	00	08	35
			64	00	01	77
			83	00	04	30
			262	00	00	51
			268	00	00	25
			272	00	00	25
			280	00	00	51
भरपूरगढ़	79	2	6/1	00	04	81
			14	00	06	58
			15/1	00	05	06
			16/2	00	00	25
			17	00	10	88
			24	00	11	38
			5	3/2	00	28
			4/1	00	05	31
			4/2	00	01	52
			7	00	00	25
			8/1	00	01	01
			8/2	00	09	36
			13	00	11	38
			18	00	11	38
			19	00	00	25
			22/1	00	00	25
			22/2/1	00	00	25
			22/2/2	00	04	05
			23	00	07	59
			11	2	00	13
			3	00	00	25
			9/1	00	05	82

1	2	3	4	5	6	7
भरपुरगढ़	79	11	9/2	00	05	56
			12	00	11	38
			19/1	00	01	77
			19/2	00	01	77
			20	00	06	83
			21	00	11	38
			28	00	00	76
		16	1	00	11	38
			10/1	00	09	36
			10/2	00	02	28
			11	00	08	60
			20	00	01	26
		17	6/1	00	00	25
			6/2	00	00	25
			15/1	00	04	05
			16/2	00	10	12
			25	00	11	38
		26	5	00	11	38
			6/1	00	05	82
			6/2	00	04	30
			14/1	00	00	25
			15/1	00	04	30
			15/2	00	07	08
			16/1	00	03	29
			16/3	00	04	05
			17/1/2	00	00	76
			17/2	00	03	29
			24	00	09	36
			25/1	00	01	77
			26	00	00	25
		42	4/1	00	03	04
			4/2	00	07	08
			7/1	00	07	33
			7/2	00	02	78
			14/1	00	09	85
			14/2	00	01	77
			17/1	00	03	54
			17/2	00	08	09
			18	00	00	25
			23	00	01	26
			24/1	00	04	30
			24/2	00	00	25
			71	00	03	29
			73	00	01	26
			125	00	00	51

1	2	3	4	5	6	7
भरपुरगढ़	79		126	00	00	51
			245	00	00	51
			250	00	00	51
			289	00	02	02
दीवा गंडवा	181	4	7	00	05	31
			13	00	02	02
			14	00	09	36
			17	00	01	26
			18	00	10	12
		12	23	00	11	63
			2/2	00	00	25
			3/1	00	11	13
			3/2	00	00	51
			8	00	06	07
			9	00	05	56
			12/1	00	05	56
			12/2	00	05	82
			19	00	11	63
			21	00	00	76
		15	22/1/1	00	10	12
			22/1/2	00	00	51
			22/2	00	00	25
			1/1	00	02	28
			1/2	00	04	81
			2/1	00	01	77
			2/2	00	01	01
			10/1	00	02	02
		16	10/2	00	09	36
			11	00	11	63
			20/2	00	08	35
			21/1	00	01	01
			16/1	00	01	77
			16/2	00	01	26
			25	00	10	62
		25	5/1	00	11	13
			5/2	00	00	25
			6/2	00	04	55
			55	00	01	52
कंजारी	171	2	21	00	08	85
			4	00	11	13
		4	10	00	11	13
			11/1	00	10	62
			20/1	00	00	76
			20/2	00	06	58

1	2	3	4	5	6	7
कजारी	171	4	21	00	11	13
		11	1	00	11	13
			10	00	10	62
			11	00	11	13
			20	00	11	63
			21	00	11	63
		17	1	00	07	59
			10	00	00	25
		18	5	00	04	55
			6	00	11	63
			15	00	11	38
			16	00	11	13
			17	00	00	51
			24/2/1	00	00	25
			24/2/2	00	08	85
			25/2	00	03	29
		21	4	00	11	63
			7	00	05	82
			62	00	03	04
			69	00	03	04
			70	00	00	51
लल्लो खुद	172	13	1	00	00	25
			10	00	06	32
			11	00	08	09
			12	00	05	31
			19	00	07	59
			20	00	03	54
			21	00	00	51
			22	00	10	62
		15	2	00	11	38
			9	00	09	86
			12	00	11	38
			19	00	11	38
			22	00	11	38
		4	2	00	11	38
			8	00	00	25
			9/1	00	10	62
			9/2	00	00	51
			12	00	10	12
			13	00	00	25
			18	00	02	53
			19	00	08	09
			22/1	00	03	29
			22/2	00	04	81
			23	00	01	01

1	2	3	4	5	6	7
लखनौ खुद	172	28	2	00	10	12
			3	00	01	01
			8	00	01	01
			9	00	10	12
			12	00	11	13
			19/1	00	08	09
			19/2	00	01	52
			22	00	09	61
		35	2/2/2	00	08	60
			9	00	11	13
			12	00	11	13
			19	00	07	59
			48	00	04	05
			54	00	01	52
			68	00	01	26
			71	00	05	31
महमूदपुर	173		8	00	16	86
			431/10	00	04	64
			432/10	00	09	69
			435/14	00	01	26
			436/14	00	00	42
			437/15	00	10	12
			438/15	00	02	95
			16	00	02	11
			17	00	12	22
			93	00	13	91
			94	00	14	33
			97	00	11	80
			98	00	02	11
			99	00	01	26
			100	00	13	07
			101	00	09	27
			114	00	18	10
			115	00	09	69
			122	00	09	69
			123	00	03	37
संगराला	174	8	5	00	05	06
			6	00	11	13
			15	00	11	13
			16	00	11	13
			25/1	00	05	82
			25/2	00	01	01
		20	5	00	11	13
			6	00	11	13
			15	00	11	13

1	2	3	4	5	6	7
संगराला	174	20	16	00	09	88
			25	00	11	13
		23	5	00	06	83
		-	51	00	01	26

[फा. सं. आर-25011/13/2006-ओ.आर.-1]

एस. के. चिटकरा, अवर सचिव

New Delhi, the 23rd May, 2007

S.O. 1538.—Whereas by notification of the government of India in the ministry of Petroleum and Natural gas, published in the Gazette of India vide number S.O. 281, dated 31st January 2007, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying a pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in the Tehsil Amloh, District Fatehgarh Sahib (Punjab).

And, whereas, the copies of the said Gazette notification were made available to the public between 31st March 2007 to 03rd April 2007;

And, whereas the Competent Authority has under Sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE**Tehsil: Amlon****District: Fatehgarh Sahib****State: Punjab**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Tanda Badha Khurd	93		34	00	02	11
			44	00	08	01
			45	00	11	38
			47	00	11	38
			51	00	14	75
			448/52	00	06	75
			449/52	00	00	84
			54	00	00	84
			55	00	10	54
			56	00	02	95
			63	00	00	42
			66	00	00	84
			67	00	18	55
			68	00	13	49
			69	00	06	74
			71	00	05	06
			146	00	02	11
Raipur Chaubdaran	88	7	13	00	03	29
			18	00	11	38
			23/1	00	04	81
			23/2	00	05	82
		14	2	00	00	25
			3/1	00	07	08
			3/2	00	03	54
			8/1	00	06	32
			8/2	00	00	25
			9/1	00	03	54
			9/2	00	00	25
			12	00	08	35
			19	00	10	62
		21	22/1	00	02	28
			22/2	00	08	85
			2	00	11	13
			9/1	00	01	26
			9/2	00	06	07
			12	00	13	41
			18/1	00	00	25
			18/2	00	00	51
			19	00	10	62

1	2	3	4	5	6	7
Raipur Chaubdaran	88	21	22	00	07	59
			23	00	03	54
			2	00	05	06
			3	00	06	07
			8	00	08	60
			9	00	02	53
			12/2	00	00	25
			13	00	10	88
			18	00	11	13
			23	00	11	13
		31	3	00	11	13
			8/1	00	08	09
			8/2	00	03	04
			13	00	11	13
			18/1	00	05	56
			18/2	00	03	04
			-	44	00	06
			114	00	00	51
Kapurgarh	87	4	23	00	02	53
			24	00	03	04
		13	3	00	09	61
			4	00	02	02
			8/1	00	05	56
			8/2	00	05	06
			13/1	00	11	38
			18	00	11	63
			22	00	00	25
			23	00	11	38
		20	2	00	04	05
			3	00	07	08
			9	00	05	56
			8	00	00	76
			12/1	00	08	09
			12/2	00	03	29
			19/1	00	02	53
			19/2	00	08	85
			22	00	11	63
			28	00	04	81
		29	1/2/2	00	00	25
			2/1	00	03	29
			2/2	00	06	58
			9	00	07	08
			10/1	00	04	55
			11/1	00	05	82
			11/2	00	04	30
			12/1	00	00	76

1	2	3	4	5	6	7
Kapurgarh	87	29	20	00	11	38
			21/1	00	09	88
			21/2	00	01	52
			40	1	00	10
				10	00	02
			41	6	00	05
				15	00	11
				16	00	11
				17	00	01
				24/2	00	11
				25	00	01
			47	4/1	00	01
				4/2	00	11
				7/1	00	01
				7/2	00	03
				8	00	06
				13	00	08
				64	00	01
				83	00	04
				262	00	00
				268	00	00
				272	00	00
				280	00	00
Bharpurgarh	79	2	6/1	00	04	81
			14	00	06	58
			15/1	00	05	06
			16/2	00	00	25
			17	00	10	88
			24	00	11	38
			5	3/2	00	02
				4/1	00	05
				4/2	00	01
				7	00	00
				8/1	00	01
				8/2	00	09
				13	00	11
				18	00	11
				19	00	00
				22/1	00	00
				22/2/1	00	00
				22/2/2	00	04
				23	00	07
			11	2	00	11
				3	00	00
				9/1	00	05

1	2	3	4	5	6	7
Sharpungarh	79	11	9/2	00	05	56
			12	00	11	38
			19/1	00	01	77
			19/2	00	01	77
			20	00	06	83
			21	00	11	38
			26	00	00	76
		16	1	00	11	38
			10/1	00	09	36
			10/2	00	02	28
			11	00	08	60
			20	00	01	26
		17	6/1	00	00	25
			6/2	00	00	25
			15/1	00	04	05
			16/2	00	10	12
			25	00	11	38
		26	5	00	11	38
			6/1	00	05	82
			6/2	00	04	30
			14/1	00	00	25
			15/1	00	04	30
			15/2	00	07	08
			16/1	00	03	29
			16/3	00	04	05
			17/1/2	00	00	76
			17/2	00	03	29
			24	00	09	36
			25/1	00	01	77
			26	00	00	25
		42	4/1	00	03	04
			4/2	00	07	08
			7/1	00	07	33
			7/2	00	02	78
			14/1	00	09	86
			14/2	00	01	77
			17/1	00	03	54
			17/2	00	08	09
			18	00	00	25
		42	23	00	01	26
			24/1	00	04	30
			24/2	00	00	25
			71	00	03	29
			73	00	01	26
			125	00	00	51

1	2	3	4	5	6	7
Bharpurgarh	79		126	00	00	51
			245	00	00	51
			250	00	00	51
			289	00	02	02
Dwa Gandhuan	181	4	7	00	05	31
			13	00	02	02
			14	00	09	36
			17	00	01	26
			18	00	10	12
			23	00	11	63
		12	2/2	00	00	25
			3/1	00	11	13
			3/2	00	00	51
			8	00	06	07
			9	00	05	56
			12/1	00	05	56
			12/2	00	05	82
			19	00	11	63
			21	00	00	76
			22/1/1	00	10	12
			22/1/2	00	00	51
			22/2	00	00	25
		15	1/1	00	02	28
			1/2	00	04	81
			2/1	00	01	77
			2/2	00	01	01
			10/1	00	02	02
			10/2	00	09	36
			11	00	11	63
			20/2	00	08	35
			21/1	00	01	01
		16	16/1	00	01	77
			16/2	00	01	26
			25	00	10	62
		25	5/1	00	11	13
			5/2	00	00	25
			6/2	00	04	55
		-	55	00	01	52
			61	00	01	26
Kanjari	171	2	21	00	08	85
		4	1	00	11	13
			10	00	11	13
			11/1	00	10	62
			20/1	00	00	76
			20/2	00	06	58

1	2	3	4	5	6	7
Kanjari	171	4	21	00	11	13
		11	1	00	11	13
			10	00	10	62
			11	00	11	13
			20	00	11	63
			21	00	11	63
		17	1	00	07	59
			10	00	00	25
		18	5	00	04	55
			6	00	11	63
			15	00	11	38
			16	00	11	13
			17	00	00	51
			24/2/1	00	00	25
			24/2/2	00	08	85
			25/2	00	03	29
		21	4	00	11	63
			7	00	05	82
			62	00	03	04
			69	00	03	04
			70	00	00	51
Lalon Khurd	172	13	1	00	00	25
			10	00	06	32
			11	00	08	09
			12	00	05	31
			19	00	07	59
			20	00	03	54
			21	00	00	51
			22	00	10	62
		15	2	00	11	38
			9	00	09	86
			12	00	11	38
			19	00	11	38
			22	00	11	38
		24	2	00	11	38
			8	00	00	25
			9/1	00	10	62
			9/2	00	00	51
			12	00	10	12
			13	00	00	25
			18	00	02	53
			19	00	08	09
			22/1	00	03	29
			22/2	00	04	81
			23	00	01	01

1	2	3	4	5	6	7
Lalou Khurd	172	28	2	00	10	12
			3	00	01	01
			8	00	01	01
			9	00	10	12
			12	00	11	13
			19/1	00	08	09
			19/2	00	01	52
			22	00	09	61
		35	2/2/2	00	08	60
			9	00	11	13
			12	00	11	13
			19	00	07	59
			48	00	04	05
			54	00	01	52
			68	00	01	26
			71	00	05	31
Mehmedpur	173		8	00	16	86
			431/10	00	04	84
			432/10	00	09	69
			435/14	00	01	26
			436/14	00	00	42
			437/15	00	10	12
			438/15	00	02	95
			16	00	02	11
			17	00	12	22
			93	00	13	91
			94	00	14	33
			97	00	11	80
			98	00	02	11
			99	00	01	26
			100	00	13	07
			101	00	09	27
			114	00	18	10
			115	00	09	69
			122	00	09	69
			123	00	03	37
Tangraia	174	8	5	00	05	06
			6	00	11	13
			15	00	11	13
			16	00	11	13
			25/1	00	05	82
			25/2	00	01	01
		20	5	00	11	13
			6	00	11	13
			15	00	11	13

1	2	3	4	5	6	7
Tangra	174	20	16	00	09	86
			25	00	11	13
		23	5	00	06	83
		-	51	00	01	26

[F.No. R-25011/13/2006-O.R.-I]

S.K. CHITKARA, Under Secy.

नई दिल्ली, 23 मई, 2007

का. आ. 1539.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पदार्थों (भूमि में प्रयोग के अधिकार का अर्जन) अधिनियम, 1982 (1982 का 50 वां अधिनियम) की धारा 3 की उपधारा (1) व धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की भारत के राजपत्र में प्रकाशित अधिसूचनाओं से निम्नलिखित संशोधन करने का निर्देश देती है।

- I. (i) का. आ. 775 दिनांक 3 मार्च, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक फरवरी 27 - मार्च 5, 2005 के पृष्ठ 2157 में प्रकाशित गाँव पेटलागाँव के संबंध में क्रम सं. 1, कॉलम 2 में "जिला बंगईगाँव" को "जिला चिरांग" पढ़ा जावे।
- (ii) का. आ. 2884 दिनांक 27 जुलाई, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 24-30 जुलाई, 2005 के पृष्ठ 8489 में प्रकाशित गाँव पेटलागाँव के संबंध में क्रम सं. 1, कॉलम 2 में "जिला बंगईगाँव" को "जिला चिरांग" पढ़ा जावे।
- II. (i) का. आ. 775 दिनांक 3 मार्च, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक फरवरी 27 - मार्च 5, 2005 के पृष्ठ 2157 में प्रकाशित गाँव डंगटोला के संबंध में क्रम सं. 2, कॉलम 2 में "जिला बंगईगाँव" को "जिला चिरांग" पढ़ा जावे।
- (ii) का. आ. 2664 दिनांक 27 जुलाई, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 24-30 जुलाई, 2005 के पृष्ठ 8489 में प्रकाशित गाँव डंगटोला के संबंध में क्रम सं. 2, कॉलम 2 में "जिला बंगईगाँव" को "जिला चिरांग" पढ़ा जावे।
- III. (i) का. आ. 775 दिनांक 3 मार्च, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक फरवरी 27 - मार्च 5, 2005 के पृष्ठ 2157 में प्रकाशित गाँव कमरुङगा के संबंध में क्रम सं. 4, कॉलम 2 में "जिला बंगईगाँव" को "जिला चिरांग" पढ़ा जावे।
- (ii) का. आ. 2884 दिनांक 27 जुलाई, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 24-30 जुलाई, 2005 के पृष्ठ 8489 में प्रकाशित गाँव कमरुङगा के संबंध में क्रम सं. 4, कॉलम 2 में "जिला बंगईगाँव" को "जिला चिरांग" पढ़ा जावे।
- IV. (i) का. आ. 3202 दिनांक 14 दिसम्बर, 2004, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 12-18 दिसम्बर, 2004 के पृष्ठ 9646 में प्रकाशित "गाँव धुपुरी" को "गाँव धुपुरी नं. 1" पढ़ा जावे।
- (ii) का. आ. 2145 दिनांक 14 जून, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 12-18 जून, 2005 के पृष्ठ 8096 में प्रकाशित "गाँव धुपुरी" को "गाँव धुपुरी नं. 1" पढ़ा जावे।
- V. (i) का. आ. 3202 दिनांक 14 दिसम्बर, 2004, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 12-18 दिसम्बर, 2004 के पृष्ठ 9646 में प्रकाशित गाँव फागुना-गाँव के संबंध में क्रम सं. 2, कॉलम 2 में "जिला बंगईगाँव" को "जिला चिरांग" पढ़ा जावे।
- (ii) का. आ. 2145 दिनांक 14 जून, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 12-18 जून, 2005 के पृष्ठ 8096 में प्रकाशित गाँव फागुना-गाँव के संबंध में क्रम सं. 2, कॉलम 2 में "जिला बंगईगाँव" को "जिला चिरांग" पढ़ा जावे।

[फा. सं. ओ-12016/4/2004-ओ.एन.जी./डी.ओ.-IV]

श्री प्रकाश, अवर सचिव

New Delhi, the 23rd May, 2007

S.O. 1539.—In exercise of the powers conferred by Sub-section (1), of Section 3 and Sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (Act 50 of 1962), the Central Government hereby makes the following amendments in the notifications of Government of India in the Ministry of Petroleum and Natural Gas as under, namely

- I. (i) In S.O. 775 dated the 3rd March, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated February 27 – March 5, 2005 at page 2159 in respect of Village Petlagaon in Serial No. 1, column 2 "District Bongaigaon" may be read as "District Chirang"
- (ii) In S.O. 2664 dated the 27th July, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 24-30 July, 2005 at page 8491 in respect of Village Petlagaon in Serial No. 1, column 2 "District Bongaigaon" may be read as "District Chirang"
- II. (i) In S.O. 775 dated the 3rd March, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated February 27 – March 5, 2005 at page 2159 in respect of Village Dangtola in Serial No. 2, column 2 "District Bongaigaon" may be read as "District Chirang"
- (ii) In S.O. 2664 dated the 27th July, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 24-30 July, 2005 at page 8491 in respect of Village Dangtola in Serial No. 2, column 2 "District Bongaigaon" may be read "District Chirang"
- III. (i) In S.O. 775 dated the 3rd March, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated February 27 – March 5, 2005 at page 2159 in respect of Village Kamardanga in Serial No. 4, column 2 "District Bongaigaon" may be read as "District Chirang"
- (ii) In S.O. 2664 dated the 27th July, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 24-30 July, 2005 at page 8491 in respect of Village Kamardanga in Serial No. 4, column 2 "District Bongaigaon" may be read as "District Chirang".
- IV. (i) In S.O. 3202 dated the 14th December, 2004 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 12-18 December, 2004 at page 9648 "Village Dhupuri" may be read as "Village Dhupuri No. 1"

- (ii) In S.O. 2145 dated the 14th June, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 12-18 June, 2005 at page 6098 "Village Dhupuri" may be read as "Village Dhupuri No. 1"
- V. (i) In S.O. 3202 dated the 14th December, 2004 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 12-18 December, 2004 at page 9648 in respect of Village Phagunagaon in Serial No. 2, column 2 "District Bongaigaon" may be read as "District Chirang"
- (ii) In S.O. 2145 dated the 14th June, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 12-18 June, 2005 at page 6098 in respect of Village Phagunagaon in Serial No. 2, column 2 "District Bongaigaon" may be read as "District Chirang"

[F. No. O-12016/4/2004-O.N.G./D.O.-IV]
SHRI PRAKASH, Under Secy.

नई दिल्ली, 23 मई, 2007

क्र. आ. 1540.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पदार्थपलाइन्स (भूमि में प्रयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50 वां अधिनियम) की धारा 3 की उपधारा (1) व धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की भारत के राजपत्र में प्रकाशित अधिसूचनाओं से निम्नलिखित संशोधन करने का निर्देश देती है।

- I. (i) का. आ. 3199 दिनांक 14 दिसम्बर, 2004, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 12-18 दिसम्बर, 2004 के पृष्ठ 9638 में प्रकाशित अनुसूचि में "सर्किल बोकाघाट" को "सर्किल बोकाखाट" पढ़ा जावे।
- (ii) का. आ. 780 दिनांक 3 मार्च, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक फरवरी 27- मार्च 5, 2005 के पृष्ठ 2188 में प्रकाशित अनुसूचि में "सर्किल बोकाघाट" को "सर्किल बोकाखाट" पढ़ा जावे।
- II. (i) का. आ. 1113 दिनांक 21 मार्च, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 20-28 मार्च, 2005 के पृष्ठ 2967 में प्रकाशित अनुसूचि में "सर्किल बोकाघाट" को "सर्किल बोकाखाट" पढ़ा जावे।
- (ii) का. आ. 2235 दिनांक 21 जून, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 19-25 जून, 2005 के पृष्ठ 6287 में प्रकाशित अनुसूचि में "सर्किल बोकाघाट" को "सर्किल बोकाखाट" पढ़ा जावे।

[फा. सं. ओ-12016/4/2004-ओ.एन.जी./डी.ओ.-IV]
श्री प्रकाश, अवर सचिव

New Delhi, the 23rd May, 2007

S. O. 1540.—In exercise of the powers conferred by Sub-section (1), of Section 3 and Sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (Act 50 of 1962), the Central Government hereby makes the following amendments in the notifications of Government of India in the Ministry of Petroleum and Natural Gas, as under namely

- I. (i) In S.O. 3199 dated the 14th December, 2004 published in the Gazette of India Part II, Section 3, Sub-section (i) dated 12-18 December, 2004 at page 9639 in the schedule "Circle Bokahat" may be read as "Circle Bokakhat"
- (ii) In S.O. 780 dated the 3rd March, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated February 27 – March 5, 2005 at page 2167 in the schedule "Circle Bokahat" may be read as "Circle Bokakhat"
- II. (i) In S.O. 1113 dated the 21st March, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 20-28 March, 2005 at page 2969 in the schedule "Circle Bokahat" may be read as "Circle Bokakhat"
- (ii) In S.O. 2235 dated the 21st June, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 19-25 June, 2005 at page 6288 in the schedule "Circle Bokahat" may be read as "Circle Bokakhat"

[F. No. O-12016/4/2004-O.N.G./D.O.-IV]
SHRI PRAKASH, Under Secy.

नई दिल्ली, 23 मई, 2007

का. आ. 1541.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में प्रयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50 वाँ अधिनियम) की धारा 3 की उपधारा (i) व धारा 6 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की भारत के राजपत्र में प्रकाशित अधिसूचनाओं से निम्नलिखित संशोधन करने का निर्देश देती है।

- I. (i) का. आ. 3200 दिनांक 14 दिसम्बर, 2004, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 12-18 दिसम्बर, 2004 के पृष्ठ 9642 में प्रकाशित जिला "कामरूप" को "जिला कामरूप (मेट्रो)" पढ़ा जावे।
- (ii) का. आ. 1110 दिनांक 21 मार्च, 2005, भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 20-26 मार्च, 2005 के पृष्ठ 2958 में प्रकाशित जिला "कामरूप" को "जिला कामरूप (मेट्रो)" पढ़ा जावे।

[फा. सं. ओ-12016/4/2004-ओ.एन.जी./डी.ओ.-IV]
श्री प्रकाश, अवर सचिव

New Delhi, the 23rd May, 2007

S.O. 1541.—In exercise of the powers conferred by Sub-section (1), of Section 3 and Sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (Act 50 of 1962), the Central Government hereby makes the following amendments in the notifications of Government of India in the Ministry of Petroleum and Natural Gas, as under namely

- I. (i) In S.O. 3200 dated the 14th December, 2004 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 12-18 December, 2004 at page 9643 "District Kamrup" may be read as "District Kamrup (Metro)"
- (ii) In S.O. 1110 dated the 21st March, 2005 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 20-26 March, 2005 at page 2959 "District Kamrup" may be read as "District Kamrup (Metro)"

[F. No. O-12016/4/2004-O.N.G./D.O.-IV]
SHRI PRAKASH, Under Secy.

नई दिल्ली, 25 मई, 2007

का. आ. 1542.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 4926 दिनांक 20 दिसंबर 2006 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल.पी.जी) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य के नामा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील-संगरूर, जिला-संगरूर, पंजाब राज्य की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को 24-26 फरवरी 2007 तक उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट, भूमि में उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तिथि से, केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : संगरूर

ज़िला : संगरूर

राज्य : पंजाब

गाँव का नाम	हदबस्ता संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
मुनरीवाला	29		206	00	00	42
			1555/327	00	13	91
			1558/327	00	00	42
			328	00	05	48
			329	00	00	42
			1559/335	00	06	74
			1461/336	00	00	42
			359	00	17	70
			362	00	18	55
			371	00	02	11
			372	00	05	48
			373	00	03	37
			376	00	10	96
			377	00	13	07
			378	00	01	69
			379	00	05	90
			380	00	03	37
			426	00	08	01
			427	00	01	26
			428	00	12	22
			431	00	00	42
नदीमपुर	35		225	00	01	26
			226	00	07	17
			229	00	08	74
			228	00	06	74
			250	00	11	38
			251	00	02	11
			257	00	02	95
			258	00	13	07
			1902/322	00	13	91
			1903/322	00	00	42
			325	00	13	91
			328	00	13	91
			330	00	14	75
			331	00	13	91
			335	00	08	01
			335/1	00	03	79
			2064/1958/1762/374	00	00	42
			2065/1762/374	00	04	22
			1960/375	00	00	42

1	2	3	4	5	6	7
नदामपुर	35		378	00	00	42
			380	00	14	33
			381	00	14	33
			382	00	13	91
			383	00	11	80
			1320	00	00	84
			1322	00	00	42
मसानी	30		99	00	08	85
			100	00	02	95
			101	00	14	75
			102	00	00	42
			103	00	01	69
			114	00	00	42
			115	00	16	44
			116	00	00	42
			117	00	16	44
			412/119	00	00	42
			413/119	00	02	53
			123	00	02	95
			164	00	01	69
			170	00	02	95
			171	00	16	44
			172	00	02	95
			173	00	00	42
			174	00	16	44
			175	00	00	42
			176	00	01	69
			188	00	00	42
			189	00	14	33
			190	00	02	95
			341/192	00	00	42
			191	00	16	44
			195	00	00	42
			396/213	00	01	69
			216	00	18	55
			217	00	02	95
			219	00	07	17
			370/220	00	00	42
			371/220	00	02	53
			372/221	00	03	37
			373/221	00	03	79
राजपुरा	31		171	00	08	43
			172	00	03	79
			173	00	05	90
			176	00	04	64

1	2	3	4	5	6	7
राजपुरा	31		177	00	08	85
			188	00	10	54
			189	00	02	11
			263	00	00	42
			268	00	00	42
			883/271	00	00	42
			884/271	00	16	02
			273	00	08	43
			924/275	00	05	48
			927/278	00	13	91
			928/279	00	01	26
			531	00	13	91
			532	00	13	91
			533	00	13	91
			534	00	12	65
			562	00	01	26
			570	00	12	65
			575	00	13	91
			980/576	00	02	95
			981/576	00	10	96
			982/577	00	13	49
			983/577	00	00	42
			999/837-838/585	00	00	42
			1000/837-838/585	00	00	84
			1001/867-868/839-840/586	00	08	01
			1002/867-868/839-840/586	00	06	32
			1003/867-868/839-840/586	00	00	42
			587	00	13	91
कुमनवाल	32		418	00	14	75
			429	00	13	91
			433	00	13	91
			443	00	13	91
			444/1	00	00	42
			446/1	00	01	26
			447	00	12	65
			458/1	00	05	90
			458/2	00	06	74
			459/1	00	00	84
			459/2	00	00	84
			462	00	04	64
			463	00	10	12
			473	00	07	59
			474	00	06	32
			477/2	00	07	59

1	2	3	4	5	6	7
प्रधानमन्त्री	32		478	00	00	32
			489/1	00	04	22
			489/2	00	00	42
			490/2	00	08	85
			1478/493	00	07	59
			1479/493	00	03	37
			1480/494	00	02	11
			1481/494	00	00	42
			510	00	00	42
			511	00	00	42
			512/1	00	17	70
			611/1	00	02	11
			1668/863	00	11	38
			1670/864	00	13	91
			1679/873-874	00	13	91
			1681/886-887	00	05	06
			888/1	00	04	22
			888/2	00	02	11
			888/3	00	02	53
			888/4	00	01	69
			902	00	10	54
			903	00	00	42
			984	00	00	84
			991	00	12	65
			992/1	00	00	84
			995	00	14	33
			996	00	00	42
			1000	00	09	69
			1001/1	00	04	64
			1001/2	00	00	42
			1009	00	14	75
			1011	00	03	37
			1012	00	10	96
			1022/3	00	00	42
			1023/2	00	13	91
			1024	00	13	91
			1033	00	02	11
			1682/1035	00	07	59
			1049	00	04	22
			1077/2	00	00	42
			1079/1	00	00	84
			1079/2	00	02	53
			1080/1	00	13	91
			1080/2	00	00	42
			1376/1081	00	00	84

1	2	3	4	5	6	7
शुभनवाले	32		1083/1	00	00	42
			1083/2	00	04	22
			1084	00	09	27
			1100	00	14	33
			1107/1	00	08	01
			1107/2	00	00	42
			1108/1	00	04	64
			1113/1	00	14	33
			1114	00	00	42
			1122/2	00	10	54
			1122/3	00	00	42
			1177	00	02	11
			1183/1	00	03	79
बिम्बल	21		5	00	13	91
			6	00	13	91
			7/1	00	04	22
			7/2	00	09	69
			8	00	18	55
			41	00	13	91
			42/2	00	02	95
			347	00	05	48
			486	00	02	11
			488/2	00	13	91
बिम्बली	22		489	00	04	22
			71	00	18	55
			72	00	00	42
			86	00	00	84
			88	00	14	33
			517/89	00	04	64
			518/89	00	06	32
			94	00	02	95
			95	00	12	22
			146	00	02	11
			146/1	00	09	27
			147	00	10	96
			148	00	00	84
			157	00	08	01
			159	00	13	91
			161	00	13	91
			162	00	04	22
			163	00	10	54
			164	00	13	49
			165	00	02	95
			171	00	04	22
			177	00	08	85

1	2	3	4	5	6	7
विम्बड़ी	22		308	00	05	08
			315	00	12	22
			316	00	01	69
			331	00	13	91
			332	00	16	86
			341	00	13	07
			342	00	13	91
			343	00	08	32
			345	00	11	80
			346	00	08	01
			376	00	04	22
			387	00	10	96
			389	00	01	69
			390	00	11	80
			394	00	04	22
			395	00	09	27
			396	00	00	42
			403	00	13	91
			422	00	13	91
			424	00	19	81
			449	00	12	22
			463	00	03	79
			464	00	07	59
			485	00	04	22
			562/443	00	07	17
			563/443	00	08	43
			564/494	00	07	17
			565/494	00	08	43
			569/446	00	09	69
			570/446	00	02	11
			571/446	00	08	85

[फा. सं. आर-25011/12/2006-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 23rd May, 2007

S.O. 1542.—Whereas by notification of the government of India in the ministry of Petroleum and Natural gas, published in the Gazette of India vide number S.O. 4926, dated 20th December 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying a pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in the Tehsil Sangrur, District Sangrur (Punjab).

And, whereas, the copies of the said Gazette notification were made available to the public between 24th - 26th February 2007;

And, whereas the Competent Authority has under Sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE**Tehsil: Sangrur****District: Sangrur****State: Punjab**

Name of Village	Haddast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Munshiwalla	29		206	00	00	42
			1555/327	00	13	91
			1556/327	00	00	42
			328	00	05	48
			329	00	00	42
			1558/335	00	06	74
			1461/336	00	00	42
			359	00	17	70
			362	00	18	55
			371	00	02	11
			372	00	05	48
			373	00	03	37
			376	00	10	96
			377	00	13	07
			378	00	01	89
			379	00	05	90
			380	00	03	37
			426	00	06	01
			427	00	01	26
			428	00	12	22
			431	00	00	42
Nadampur	35		225	00	01	26
			226	00	07	17
			229	00	06	74
			228	00	06	74
			250	00	11	38
			251	00	02	11
			257	00	02	95
			258	00	13	07
			1902/322	00	13	91
			1903/322	00	00	42
			325	00	13	91
			328	00	13	91
			330	00	14	75
			331	00	13	91
			335	00	08	01
			335/1	00	03	79
			2064/1958/1762/374	00	00	42
			2065/1762/374	00	04	22
			1960/375	00	00	42

1	2	3	4	5	6	7
Nadampur	35		376	00	00	42
			380	00	14	33
			381	00	14	33
			382	00	13	91
			383	00	11	80
			1320	00	00	84
			1322	00	00	42
Masani	30		99	00	08	85
			100	00	02	95
			101	00	14	75
			102	00	00	42
			103	00	01	69
			114	00	00	42
			115	00	16	44
			116	00	00	42
			117	00	16	44
			412/119	00	00	42
			413/119	00	02	53
			123	00	02	95
			164	00	01	69
			170	00	02	95
			171	00	16	44
			172	00	02	95
			173	00	00	42
			174	00	16	44
			175	00	00	42
			176	00	01	69
			188	00	00	42
			189	00	14	33
			190	00	02	95
			341/192	00	00	42
			191	00	16	44
			195	00	00	42
			396/213	00	01	69
			216	00	18	55
			217	00	02	95
			219	00	07	17
			370/220	00	00	42
			371/220	00	02	53
			372/221	00	03	37
			373/221	00	03	79
Rajpura	31		171	00	08	43
			172	00	03	79
			173	00	05	90
			176	00	04	64

1	2	3	4	5	6	7
Rajpura	31		177	00	08	85
			188	00	10	54
			189	00	02	11
			263	00	00	42
			268	00	00	42
			883/271	00	00	42
			884/271	00	16	02
			273	00	08	43
			924/275	00	05	48
			927/278	00	13	91
			928/279	00	01	26
			531	00	13	91
			532	00	13	91
			533	00	13	91
			534	00	12	65
			562	00	01	26
			570	00	12	65
			575	00	13	91
			980/576	00	02	95
			981/576	00	10	96
			982/577	00	13	49
			983/577	00	00	42
			999/837-838/585	00	00	42
			1000/837-838/585	00	00	84
			1001/867-868/839-840/586	00	08	01
			1002/867-868/839-840/586	00	06	32
			1003/867-868/839-840/586	00	00	42
			587	00	13	91
Phumanwal	32		418	00	14	75
			429	00	13	91
			433	00	13	91
			443	00	13	91
			444/1	00	00	42
			446/1	00	01	26
			447	00	12	85
			458/1	00	05	90
			458/2	00	06	74
			459/1	00	00	84
			459/2	00	00	84
			462	00	04	64
			463	00	10	12
			473	00	07	59
			474	00	06	32
			477/2	00	07	59

1	2	3	4	5	6	7
Phumanwal	32		478	00	08	32
			489/1	00	04	22
			489/2	00	00	42
			490/2	00	08	85
			1478/493	00	07	59
			1479/493	00	03	37
			1480/494	00	02	11
			1481/494	00	00	42
			510	00	00	42
			511	00	00	42
			512/1	00	17	70
			611/1	00	02	11
			1668/863	00	11	38
			1670/864	00	13	91
			1679/873-874	00	13	91
			1681/886-887	00	05	06
			888/1	00	04	22
			888/2	00	02	11
			888/3	00	02	53
			888/4	00	01	89
			902	00	10	54
			903	00	00	42
			984	00	00	84
			991	00	12	65
			992/1	00	00	84
			995	00	14	33
			996	00	00	42
			1000	00	09	69
			1001/1	00	04	84
			1001/2	00	00	42
			1009	00	14	75
			1011	00	03	37
			1012	00	10	96
			1022/3	00	00	42
			1023/2	00	13	91
			1024	00	13	91
			1033	00	02	11
			1682/1035	00	07	59
			1049	00	04	22
			1077/2	00	00	42
			1079/1	00	00	84
			1079/2	00	02	53
			1080/1	00	13	91
			1080/2	00	00	42
			1376/1081	00	00	84

1	2	3	4	5	6	7
Phumanwal	32	1083/1	00	00	42	
		1083/2	00	04	22	
		1084	00	09	27	
		1100	00	14	33	
		1107/1	00	08	01	
		1107/2	00	00	42	
		1108/1	00	04	64	
		1113/1	00	14	33	
		1114	00	00	42	
		1122/2	00	10	54	
		1122/3	00	00	42	
		1177	00	02	11	
		1183/1	00	03	79	
Bimbar	21	5	00	13	91	
		6	00	13	91	
		7/1	00	04	22	
		7/2	00	09	69	
		8	00	18	55	
		41	00	13	91	
		42/2	00	02	95	
		347	00	05	48	
		486	00	02	11	
		488/2	00	13	91	
		489	00	04	22	
Bimbri	22	71	00	18	55	
		72	00	00	42	
		86	00	00	84	
		88	00	14	33	
		517/89	00	04	64	
		518/89	00	06	32	
		94	00	02	95	
		95	00	12	22	
		146	00	02	11	
		146/1	00	09	27	
		147	00	10	96	
		148	00	00	84	
		157	00	08	01	
		159	00	13	91	
		161	00	13	91	
		162	00	04	22	
		163	00	10	54	
		164	00	13	49	
		165	00	02	95	
		171	00	04	22	
		177	00	08	85	

	2	3	4	5	6	7
Bimbri	22		308	00	05	08
			315	00	12	22
			316	00	01	69
			331	00	13	91
			332	00	16	86
			341	00	13	07
			342	00	13	91
			343	00	06	32
			345	00	11	80
			348	00	08	01
			376	00	04	22
			387	00	10	96
			389	00	01	69
			390	00	11	80
			394	00	04	22
			395	00	09	27
			396	00	00	42
			403	00	13	91
			422	00	13	91
			424	00	19	81
			449	00	12	22
			463	00	03	79
			464	00	07	59
			465	00	04	22
			562/443	00	07	17
			563/443	00	08	43
			564/484	00	07	17
			565/494	00	08	43
			569/446	00	09	69
			570/446	00	02	11
			571/446	00	08	85

[F. No. R-25011/12/2006-O.R.-I]
S.K. CHITKARA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 27 अप्रैल, 2007

का.अ. 1543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पाकिस्तान एअर लाइंस के प्रबंधकों के संबद्ध नियोज्जकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-1 के पंचाट (संदर्भ संख्या 34/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-04-2007 को प्राप्त हुआ था।

[सं. एल-11012/53/2001-आई आर (सी-1)]

स्नेह लता जावास, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th April, 2007

S.O. 1543.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.34/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai-I as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Pakistan Airlines and their workman, which was received by the Central Government on 27-04-2007.

[No. L-11012/53/2001-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-NO. 1, AT MUMBAI

PRESENT

Justice Ghanshyam Dass

Presiding Officer

REFERENCE NO. CGIT-34 OF 2006

Employers in relation to the management of

Pakistan Airlines

And

Their workmen

APPEARANCES:—

For the Management : Shri Lancy D' Souza

For the Workmen : No appearance

Mumbai, dated this the 11th day of April, 2007

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour New Delhi Order No.L-11012/53/2001-IR(C-I) dated 29-09-2006. The terms of reference given in the schedule are as follows :

Demand 1

"Whether the demand of the PIAEA from the management of PIA that in the case of death of an employee during service a gratuity may be paid at

the rate that would have been payable to such employee had he retired at that time is justified and proper? If so, to what relief are the workmen entitled?"

Demand 2

"Whether the demand of the PIAEA from the management of PIA for promotion from one grade to another as per circular No.MRP/IND/07/95/570 dated 23-4-1995 and for grant of financial benefit on completion of 7 years of service in the event of non-availability of promotion posts from Grade 'G' to 'H' and Grade 'H' to 'J' is justified? If so, to what relief are the workmen entitled?"

Demand 3

"Whether the action of the PIA in not giving one set of International free tickets for staff and spouse on retirement or upon leaving service on completion of 25 years of service as prescribed in the Administration manual is justified? If not, to what relief are the workmen entitled?"

2. Mr. Lancy D' Souza is present for the Management. None appeared for Pakistan International Airlines Association when the matter came up for hearing today. The notices were issued in the past to the Association and services have been affected by the Registered post. No statement of claim has been filed by the Association. Since the Association has not turned up despite service of notice for today's date of hearing to contest the reference, the same is liable to be dismissed for non-prosecution.

3. Reference is accordingly dismissed.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 27 अप्रैल, 2007

का.अ. 1544.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधकों के संबद्ध नियोज्जकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई के पंचाट (संदर्भ संख्या 2/9 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-04-2007 को प्राप्त हुआ था।

[सं. एल-22012/268/1999-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th April, 2007

S.O. 1544.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.2/9 of 2000) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F. C. I. and their workman, which was received by the Central Government on 27-04-2007.

[No. L-22012/268/1999-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.-II, MUMBAI**

PRESENT

A. A. Lad

Presiding Officer

REFERENCE NO. CGIT-29 of 2000

Employers in relation to the management of
Food Corporation of India

The Senior Regional Manager

Food Corporation of India

Mistry Bhavan

Churchgate

Mumbai-400020

V/s.

Their Workman :

The General Secretary

All India Trade Union of Food Corporation

Employees & Workers

4, Tulsi Building

Sai Nagar, Navghar

Vasai (W)

Distt. Thane.

APPEARANCES:

For the Employer : Mr. B. J. Sawant
Advocate

For the Workmen : Mr. P. N. Ojha
Representative

Mumbai, dated 30th March, 2007

AWARD

The Government of India, Ministry of Labour by its Order No.L-22012/268/99-IR(CM-II) dated 30-12-1999 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Food Corporation of India, Mumbai in depriving Sh. V.D. Vartak and 9 others from the proper designation as Wireman/Khalasi/Carpenter is justified? If not, to what relief the concerned workmen are entitled?"

2. Claim Statement is filed at Ex-4 by the General Secretary of the Union stating that, workers involved in the reference were appointed as casual labourers in 1971 and some were appointed in between 1971 to 1978. They were appointed on various post like Plumber, Fitter, Carpenter, Masson, Helper, Khalasi, Machine Operator etc. Said appointment was given to fulfill the requirement on above posts and were posted at various places like Borivli, Sewree Wadala and other places. However, they were deprived being recruited on regular basis. They were asked to attend respective work without designating them of that work. Since they were not digested by the First Party as per their post they approached union and raised the dispute. As conciliation did not take place, said subject matter was referred to Labour Ministry to mark to this

Tribunal for adjudication. As a result of that, said dispute was decided by this Tribunal by passing order on 17-3-1983 directing Food Corporation of India to appoint workmen as per their skills. Still FCI did not appoint these workmen on their respective posts which they were attending. So it is pleaded that, first party be directed to confirm the appointment of workmen as per their designations like Plumber, Fitter, Carpenter, Masson, Helper, Khalasi, Machine Operator etc. and permit them to claim the benefits of the said post. Union also prayed to direct First Party to pay arrears of the said work.

3. This is disputed by First Party by filing reply Ex-5, stating that, dispute raised by the union to appoint these workmen on various posts as per their work is totally baseless and devoid of any merits. Infact in the previous reference, the demand of the union was to regularise the services of the workmen and accordingly this Tribunal awarded and directed First Party to regularise the casual workmen. There was no prayer to regularise the workmen as per their designation of work like Carpenter, Plumber etc. Simply these workmen were engaged as casual labourer and they were doing work of either Fitter or Plumber. Since they were not regularised in the employment of first party, dispute was raised and was awarded like that. Even that time it was not case of the union to regularise them as per their designations in the previous reference. Infact these workmen were taken in the employment on terms and conditions. They were not appointed as a fitter or plumber whatever may be their case. Even the application filed by the workmen US 33 (C) (2) bearing no.Appln/LC-2/85 of 1990 was dismissed by order dt. 27-01-1993 observing applicants are not entitled to get any differences. While regularising these workmen as per previous award, the post of Plumber, Carpenter was not sanctioned or available and only on post of messengers, they were regularised just to obey the award. The demand of the workmen was for regularisation in the previous reference and it was complied by the First Party. Since these workmen worked as casual labourers and were not appointed on particular post like Fitter/Plumber, they are not entitled to be appointed on such a post. So it is submit that reference be rejected since it has no reason to think over on it.

4. In view of above pleadings, issues are framed at Ex-14 which is answered as follows:

Issues	Findings
1. Whether the action of the Management of Food Corporation of India, Mumbai in not giving proper designation as Wireman/Khalasi/Carpenter to Sh. V. D. Vartak and 9 others is legal and proper ?	Yes
2. What relief the concerned workmen are entitled to?	As per order below

REASONS

Issue No. 1

5. By this reference, grievance of the union is sent for adjudication where demand of the union is that, the employee by name V.D. Vartak and 9 others were not properly designated by the first party. So, whether that action is just and proper?

6. To support that, Union place reliance on number of depositions of the workmen i.e. affidavit filed of Mr. P. N. Ojha Ex-20. Affidavit of Tekchandani filed at Ex-26. Affidavit of Chandra Deo Rai filed at Ex-32 and of A.K. Sheikh filed at Ex-33. They also rely on affidavit of Bhagve filed at Ex-34. However out of them Ojha and Tekchandani were offered for cross-examination to the Advocate of the First Party where they admit that, they have not pointed out in the previous reference on what post they were recruited to post and admit that there was no demand to recruit them or regularise them on particular post. Against that First Party has examined Sudhir Narula at Ex-40 who states that, the demand of the union was to regularise the workmen involved in the reference. There was no specific demand to regularise on particular post. Besides that First Party has examined Nasrullah A. Haidery at Ex-41 who states that, work of plumbing is get done from contractor since 2000.

7. First Party has submitted Written Argument at Ex-45 whereas Second Party submitted it at Ex-47 mentioning that, otherside has not proved its respective case.

8. On going through all these, and going through the previous demand of the union, which was referred for adjudication in Ref. CGIT-2/33 of 1982 we find that, there was demand of the union to regularise the service of the workmen in the Corporation. Accordingly Ref. CGIT-2/33 of 1982 was awarded. On the basis of said award Application LC-2/85 of 1990 was filed which was disposed of as "dismissed" observing workmen are not entitled to any relief. In the present reference, subject matter is that, whether action of the management in depriving Vartak and nine others from their proper designation is justified?

9. In that connection, if we peruse the evidence reference above and the arguments advanced by both, I find that, Second Party Union miserably fail to establish the particular workmen was appointed on particular post. In the previous reference, their demand was to regularise casual workers. Admittedly no specific prayer was made by the union claiming particular employee doing particular work and require to regularise on that particular post. Infact that was a general demand just to regularise casual workers which was granted. Even the reliefs sought by filing Application U/S 33 (C) (2) on the basis of previous award was dismissed observing not tenable. Even in this reference, it is not proved by the workman that, they were appointed on particular post and they must be regularised on that post instead of simply regularising them in the employment of First Party. When there was no specific demand and when there is no evidence from the Second

Party to lead us to conclude that, particular employee is appointed for particular work and he is doing specifically that work, I am of the opinion that, the workmen involved in the reference are not entitled to this particular relief to regularise them on the particular post as claimed. Since there is no evidence and no specific case is made out, I conclude that, Second Party fails to establish the claim of the workers involved in the reference. So I answer above issue to that effect.

10. In view of discussion above, I conclude that, reference deserve to be rejected. Hence the order :

ORDER

Reference is rejected.

No order as to costs.

Date: 30-03-2007

A.A. LAD, Presiding Officer

नई दिल्ली, 1 मई, 2007

क्र.आ. 1545.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ब्रम् न्यायालय नागपुर के पंचाट (संदर्भ संख्या 40/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2007 को प्राप्त हुआ था।

[सं. एल-40012/62/2001-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 1st May, 2007

S.O. 1545.— In pursuance of Section 17 of the Industrial Disputes, Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2001 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on 1-5-2007.

[No. L-40012/62/2001-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/40/2001

Petitioner/ : Shri Vilas Wasudeo Kurve
Party No.1 : At. Sathgaon,
Tah. Chimur, Distt. Chandrapur (MS)
Versus

Respondent/ : Sr. Supdt. of Post Offices,
Party No. 2 : Chanda Division, Chandrapur (MS)
442401.

AWARD

[Dated, 25th April, 2007]

1. The Central Government after satisfying the existence of disputes between Shri Vilas Wasudeo Kurve,

At Sathgaon, Tah. Chinnur, Distt. Chandrapur [MS] Party No.1 and Sr. Suptd. of Post Offices, Chanda Division, Chandrapur [MS] 442 40]. Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-40012/62/2001-IR(DU) Dt. 31-5-2001 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 [14 of 1947] with the following schedule.

2. "Whether the action of the Management of (i) The Sr. Suptd. of Post Offices, Chanda Division, Chandrapur [MS] & (ii) The Asstt. Suptd. of Post Offices, North Sub-Division, Chandrapur [MS] in terminating the services of Shri Vilas Wasudeo Kurve, Ex-EDDA at Sathgaon, Post Office Branch w.e.f. 3-3-2000 was legal, proper and just? If not, what relief the said workman entitled to and from what date?"

3. The petitioner Shri Vilas Wasudeo Kurve has raised this disputes alleging that the petitioners are engaging in unfair labour practice and terminated his service w.e.f. 16-5-2000. It is his case that he was working as an Extra Departmental Delivery Agent at Sathgaon, Branch Post Office, Tah. Chinnur, Distt. Chandrapur w.e.f. 6-5-1999. He rendered unblemished continued service for more than 230 days in last preceding one year of his termination. It is contended that on 2-3-2000 he was sick and was on leave upto 15-5-2000. On 16-5-2000 when he went to resume his duty, but the Branch Post Master, Sathgaon did not allow him to resume the duty. Hence he went to Asstt. Suptd. of Post North Sub-Division, Chandrapur with the same request. But the Asstt. Superintendent of the Post Offices, North Sub-Division told him that he was terminated. Before termination he was not given one month notice or not paid in leave of notice. He was not paid retrenchment compensation and his services were terminated orally. Thus according to him it has committed a breach of Section 25(f) of Industrial Disputes Act. His juniors were retained without following of principle of "Last Come First Go", it is a violation of Section 25 (g) of Industrial Disputes Act and thus his oral termination is illegal. It is malafidely, victimization in a colourable exercise of employer's right. Hence he has prayed to reinstate.

4. The management appeared and resisted the claim by filing the Written Statement. It has denied that he was appointed as alleged by the petitioner and he was ill on 2-3-2000. He has intentionally and deliberately proceeded on leave with a view to avoid the service of termination order. He was engaged purely on a temporary basis with a clear understanding that his services will be terminated at any time without notice and without giving any reason. He was engaged on ad hoc temporary basis and therefore, there was no question of Section 25(f) & 25(g) of Industrial Disputes Act.

5. According to the Management the regular incumbent of the post of Assistant Superintendent Chanda, North Sub-Division was on medical leave. The Sub-Divisional Inspector, Chanda, South Sub-Division was holding an Additional charge of ASP, North Sub-Division.

The incumbent of the post of Extra Departmental Delivery Agent, Sathgaon was promoted and therefore he was to be relieved from the charge of Extra Departmental Delivery Agent, Sathgaon and S.D.I. South who was holding additional charge of North Sub-Division Sathgaon was under the central jurisdiction of ASP of North Sub-Division. Therefore, SID South Sub-Division directed mail overseer of a respective area to engage a suitable, eligible candidate against the said vacant post of Extra Departmental Delivery Agent, Sathgaon on a temporary basis. Shri M. N. Meshram the concerned mail overseer was on duty and available with SDI South Sub-Division on and after 4-5-1999. Instead of directing him for implementation of order Dt. 4-5-1999 Shri W. N. Kurve the working mail overseer with S.D.I. South Sub-Division with deliberately and malafide intention visited Sathgaon branch office trespassing the jurisdiction and he implemented the order dated 4-5-1999. He was knowing that his son Shri Vilas Kurve was residing with him at Mul, Dist. Chandrapur was not suitable and eligible for the engagement in the post of Extra Departmental Delivery Agent, Sathgaon branch officer Shri W. N. Kurve mail overseer unauthorizedly appointed his own son Shri Vilas W. Kurve and handed over the charge of the said post w.e.f. 6-5-1999. On joining a regular appointing authority i.e. Asstt. Superintendent Sub-Post Office, North Sub-Division the process of the regular recruitment were started. Meanwhile there was a complaint from the local M.P. as well as Sarpanch alleging that Shri Vilas Kurve was not resident of Sathgaon, which was a requisite condition for the post of Extra Departmental Delivery Agent, Sathgaon. Shri Vilas Kurve was residing at Mul, Dist. Chandrapur alongwith his father and other family members. He was not permanent resident of Sathgaon and he was not at all eligible for the post of Extra Departmental Delivery Agent, Sathgaon on 6-5-1999. Since his appointment was found illegal and being a temporary on provisional basis with the condition of terminating without any notice they were terminated. He received the memo of termination on 3-3-2000 and on receipt of it he remained absent on medical ground and filed unfit certificate through messenger. He deliberately avoided to handover the charge and therefore, Branch Post Master assumed Additional charge of this post and the Kurve was treated as terminated w.e.f. 4-3-2000. He was not paid any allowances from 4-3-2000. The recruitment process was completed and final selection was kept in abeyance due to the ban on filling the vacant post at present the post of Extra Departmental Delivery Agent, Sathgaon has rendered a surplus due to the introduction of STMMs for carrying mail from Sathgaon. Thus according to the management it was not necessary to follow either the provisions of Section 25(f) or Section 25(g) of Industrial Disputes Act his appointment was illegal and he is rightly terminated by the management. It has prayed dismissed the petition.

6. I have heard Mr. Vilas Kurve and counsel for the management Shri Sundaram. I have gone through the record

the only point that arises for my consideration is whether the termination of the petitioner is illegal and whether he is entitled for any relief of reinstatement with back wages as claimed by him.

7. In order to prove the case the petitioner examined himself and he has filed the documents as per list dated 9-6-2002. According to the petitioner he was appointed as an Extra Delivery Agent and he worked for more than 240 days continuously. His services were terminated without any notice or payment of retrenchment compensation and without following the procedure of 25G "Last Come First Go". However, except the bare works and date of appointment there is nothing on record to indicate that his appointment was in accordance with the rules prescribed by the department. It is pertinent to note that a strong objection was taken on his appointment and it appears that the objections are having a substance. In fact he was given an order for limited period and on that day his services were terminated. However, the petitioner insists of accepting the letter of further order of termination proceeded on him and therefore, the order could not be served on him. Whatever it may be there is no specific reason as to how his appointment was as per prescribed rules. On the contrary it is surprising to see that his appointment was totally illegal not through the appointing authority or it was made by his father only. According to the management the Assistant Superintendent, Chanda of North Sub-Division was on leave. Therefore, Sub-Divisional Inspector Chanda South Sub-Division was holding his additional charge. At the same time extra delivery agent of Sathgaon Branch Office was promoted and therefore, Superintendent of South Division was also holding a charge of Sathgaon, Branch Office. He was under central jurisdiction of ASP North Division. SDI Chanda South Sub-Division directed mail overseer to arrange the relief of incumbent and to engaged a eligible candidate on the post of Extra Departmental Delivery Agent at Sathgaon on a temporary basis, that letter is on record. The mail overseer Shri Meshram was on duty after 4-5-1999, but instead of directing him to implement the order Shri W. N. Kurve the father of the petitioner who was working as a mail overseer with SDI South Sub-Division visited Sathgaon which is not at all in his jurisdiction and himself implemented the order appointing his own son i.e. the Petitioner Shri Vilas Kurve as Extra Delivery Agent of Sathgaon. The story specifically indicates that Shri W. N. Kurve was neither incharge of South Zone and he was not at all concern with. The mail overseer of South Zone was on duty. Still only with a view to appoint his son Shri W. N. Kurve issued an order appointing his son.

8. It is pertinent to note that the petitioner was not even eligible for the appointment because the main condition was that the person so appointed as an Extra Departmental Delivery Agent should be from the same village where he is to be appointed. A local candidate was necessary. The petitioner was residing alongwith his father. No doubt he

has submitted some documents to show that he was resident of Sathgaon itself, but those documents are not at all reliable. He has filed a certificate from a secretary of Gram Panchayat which does not bear the round seal of the Gram Panchayat. Moreover, it does not disclose either his House No. or any other identity card like Ration Card or Voting Card. Undisputedly his father was residing at Mul, Dist. Chandrapur and there is nothing on record to show that the petitioner was doing any work or residing at village Sathgaon. Thus his appointment appears to be totally illegal. He was not sponsored from employment exchange nor he was resident of the same village and the mail overseer that too of North Division was not at all an appointing authority of the petitioner. In such circumstances his appointment cannot be prepared in accordance with the rules. On the contrary there is no evidence to show that he was eligible for the same post because he was not a resident of the village Sathgaon and he is not a local person. In such circumstances in my view he is not entitled for any relief. There was no need for observing the provisions of Section 25(f), Section 25(g) & Section 25(i) of Industrial Disputes Act he was simply working for particular period and his appointment was of temporary nature, therefore it was not at all a retrenchment. The petitioner has not acquired any rights and his dispute deserves to be rejected. Hence I answered the reference in the negative and the reference stands as dismissed.

Hence this Award.

A.N. YADAV, Presiding Officer

नई दिल्ली, 1 मई, 2007

ख.आ. 1546.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रीजनल प्रोविडेंट फंड कमिशनर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 230/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2007 को प्राप्त हुआ था।

[सं. एल-42012/62/2000-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 1st May, 2007

S.O. 1546.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.230/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Regional Provident Fund Commissioner and their workman, which was received by the Central Government on 1-5-2007.

[No. L-42012/62/2000-IR(DU)]

SURENDER SINGH, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/230/2000

Petitioner/
Party No. 1 : Shri Pramod Prabhakar Rao Shelke
Guruchaya Colony, Nr. Muk Badhir
Vidyalaya, Sainagar, Po. HV Amravati

Versus

Respondent/
Party No. 2 : The Enforcement Officer, Provident
Fund, Doles "Bungalow", Maltakdi Road,
Amravati.

AWARD

Dated 25th April, 2007

1. The Central Government after satisfying the existence of disputes between Shri Pramod Prabhakar Rao Shelke, Guruchaya Colony, Nr. Muk Badhir Vidyalaya, Sainagar, PO. HV Amravati Party No. 1 and The Enforcement Office, Provident Fund, Doles "Bungalow", Maltakdi Road, Amravati Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-42012/62/2000-IR(DU) Dt. 31-7-2000 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of Regional Provident Fund Commissioner, Nagpur and Enforcement Office, Provident Fund, Amravati in terminating the services of Sh. Pramod Prabhakar Rao Shelke w.e.f. 1-6-99 is legal, proper and justified? If not, to what relief the said workman is entitled and from what date?"

3. The petitioner has challenged his termination/discontinuation in breach of provisions of Section 25(h) without compliance of Section 25(i) w.e.f. 9-6-1999. It is his case that he has passed HSSC Examination and his name was registered in Employment Exchange at Amravati as per directions of the Respondent No. 2. The Respondent No. 1 appointed him on a daily rated peon for the office work. He applied for the post and after his interview the Respondent No. 1 appointed him on 15-12-1997 by appointing letter till 31-5-1999. He was paid daily wages for the above period by preparing bill in his own name. His name was mentioned in Muster Register along with Shri M. P. Dahiye clerk of Respondent No. 1.

4. It is contended that after the period of 3 and half months i.e. after 31-03-1998 the Respondent No. 1 prepared the bill of daily wages in the various fictitious name. The persons who are not even in existence are shown to have worked in his place. The respondent No. 1 prepared the bills in the name of Pandit Pandey, Ramesh Bhegade, Sanjay Mishra, Vinod Pandey, Sharad Kale etc. and the petitioner was compelled to sign the vouchers in those fictitious names showing that the above persons were engaged in his place one after another. Since the petitioner was in dire need of service being unemployed and helpless signed all the vouchers as per directions of Respondent No. 1 in the

name of above fictitious person w.e.f. 15-12-1997 to 31-5-1999. However, he himself worked during this period and completed more than 240 days in the preceding year of his termination. The petitioner ought to have been continued in the service, but the Respondent employed some other persons on ad-hoc basis w.e.f. 1-6-1999 by oral order and terminated his services. Since he has completed more than 240 days. The termination ought to have been after the compliance of provisions Section 25(h) and 25(i) of Industrial Disputes Act. Therefore he moved an application before ALC during the conciliation proceedings the Respondent No. 1 and 2 could not produced or give full addresses of the persons who are engaged subsequent to April 1998. He could not produce even the inward and outward register before ALC and therefore ALC has come to the conclusion that in real sense no such workman as stated by Respondent No. 1 were at anytime engaged and are in existence. It has also concluded that the petitioner himself was in continuous service of the Respondent No. 1. Thus according to him he is entitled for reinstatement with full back wages and he has prayed for the same.

5. The management by filing its Written Statement resisted the claim of the petitioner. It has denied that the petitioner was engaged as per directions of the Respondent No. 2 and he was appointed after interview. It has denied that he worked from 15-12-1997 till 31-5-1999 continuously. It has also denied that the petitioner used to sign an attendance register after 31-3-1998 and the Respondent had prepared a daily wage bill in the name of various fictitious non-existing persons like Pandit Pandey, Ramesh Bhegade, Sanjay Mishra, Vinod Pandey, Sharad Kale etc. They have also denied that the petitioner was compelled to sign and he has signed it out of dire need etc. The management has denied that he has completed more than 240 days and he is entitled for reinstatement and backwages. It has also denied that the compliance of Section 25(h) and 25(i) was necessary.

6. According to it the petitioner was engaged from 15-12-1997 to 31-3-1998 on a contract basis and paid for actual work done by him. Except from the above period he was never engaged by the Respondent he abandoned his services voluntarily, he was never terminated, the applicant is making wild allegations against the Respondent without any proof, he should prove it specifically. The respondent is a Government Organization and it based on strict norms and the procedures. They were scrupulously followed. Hence it has prayed to dismiss the petition.

7. I have heard the counsel for the Respondent and nobody appeared for the petitioner the counsel for the Respondent has also filed the written notes of argument. On the basis of the submissions made by the parties the following points arise for my consideration :—

- (i) Whether the petitioner worked continuously from 15-12-1997 till 31-5-1999?
- (ii) Whether the Respondent showed the fake person working on the daily wages as a peon,

though the petitioner himself was working as a peon and paid for the same?

- (iii) Whether the compliance of Section 25(g), Section 25(h) & Section 25(f) was necessary and whether the petitioner is entitled for the relief as claimed by him?

8. In order to prove the respective contentions the petitioner initially filed a Pursis that his Statement of Claim should be treated as evidence, which is filed on 15-07-2001. However, later on he filed an Affidavit indicating that he wants to adduce the oral evidence. However, he remained absent and could not be cross-examined on behalf of the Respondent. Further since nobody was appearing for the petitioner his side was closed and the Respondent was directed to submit an affidavit if any as evidence on their part. Accordingly management has also filed an affidavit of one Shri Doifode Enforcement Officer and since the petitioner was not attending the case the witness of the management could not be cross-examined. The question is whether on the basis of it the evidence of the petitioner will have to be discarded and the evidence of the management will have to be treated as it is and he acted upon it, as argued on behalf of the Respondent. It is pertinent to note that earlier the petitioner has filed the pursis admittedly that he does not want to adduce any evidence and his Statement of Claim should be treated as his evidence. No doubt subsequently he filed affidavit and has not offered for the cross-examination by remaining absent and therefore, his affidavit as suggested by the counsel for the respondent will have to be discarded. Similarly, the affidavit filed on behalf of the management is on record and it is also a fact that he is not cross-examined on behalf of the petitioner. No doubt his evidence remained unchallenged but I afraid to accept it as it is. Its credibility will have to be considered on the basis of the circumstances as well as the documents filed by the parties on record. Undisputedly no documents to support his own affidavit are filed on record on behalf of the management.

9. The disputes are whether the petitioner has worked continuously as a peon right from 15-12-1997 till 31-5-1999: Undisputedly the Respondent appointed the petitioner on 15-12-1997. A letter of the management Dt. 23-7-1999, the copy of which is filed by the petitioner indicates it. Similarly it is an undisputed that initially he was appointed from 15-12-1997 till 31-3-1998 and this period was for three and half months.

10. Later on according to the petitioner he was continued to work upto 31-5-1999 on which he was orally terminated without any notice or payment of retrenchment compensation or following the provisions of Section 25(f) & 25(g) of Industrial Disputes Act. He has contended that without issuing any orders the respondent prepared the vouchers in the names of bogus or fake persons who are not at all in the existence and he was asked to sign in the name of those persons as mentioned in the vouchers. He

has given the names against whom the amount is withdrawn and those persons are not at all in the existence. Though he was asked to sign in their names he signed the vouchers in his own name. Besides this according to the petitioner he used to sign the muster roll and it is bearing his signature upto 31-5-1999. He has filed the Xerox copies of those vouchers as well as the muster roll. Xerox copies of the vouchers are on record. They support the contentions of the petitioner. All the vouchers though are prepared in the name of Pandit Pandey, Ramesh Bhegade, Sanjay Mishra, Vinod Pandey, Sharad Kale etc. All are bearing signatures in token of receipt of amounts as a P.P. Shelke. Similarly, the muster roll of the above period is also supporting his contentions. There is nothing on record to discard or falsify it.

11. It is not the case that the petitioner has made some developments before the Tribunal. He immediately made a representation after his oral termination to the ALC mentioning all these facts and the unfair acts of the respondent. There were conciliation proceedings, the copies of the conciliation proceedings are on record in which the management was directed to produce those persons or to produce their addresses so as to enable him to call them. The respondent could not produce those persons or it could not give their addresses also. The height of it is that the respondent did not file or submit the outward register for the perusal of the ALC. The ALC has specifically mentioned it in a failure report of conciliation and requested a ministry to send the reference to the tribunal.

12. As against this the management is simply saying that he was never engaged after 31-03-1998, but it could not submit even the names of the person who were subsequently engaged and to whom the payment was made. The counsel for the respondent in his written notes of argument has made the submissions that since the petitioner did not offer for cross-examination his evidence should be discarded and as he has not cross-examined the witness of the management and as his evidence remained unchallenged it should be accepted as it is. In view of the documents it seems that the affidavit filed by the witness of the management is totally false and is not supported by any other vouchers. The affidavit is far away from the truth and it is impossible to accept as a truth. It is only with a view to avoid the responsibility. In fact it is an unfair and deliberate act to refuse the right of the petitioner.

13. In a Written Statement in specific pleadings except denial there is nothing. However, in written notes of argument the counsel for the respondent submitted that the petitioner was engaged on a contract basis. I failed to understand as to how it was a contract for the work done by him. It is not supported by any document or even the pleadings in Written Statement. The petitioner was working as a peon and he has worked in the same capacity. The payment is made to him only, though the vouchers are

taken in various names. A work of a peon how can be treated on contract? What was the contract between the petitioner and respondent? These submissions are only with a view to hide the illegal actions of the management. They have no consequence otherwise those submissions have no consequence.

14. The evidence clearly establishes that the petitioner himself worked right from 15-12-1997 till 31-05-1999 i.e. till the date of his oral termination. Initially for three and half months the order was given to him as a Pramod Shelke but subsequently without issuing any order the management continued same person by taking the vouchers in a various fake names. It is his case that he was compelled to sign in the name of those persons and due to the threat to his service which was a livelihood for him he signed it. The vouchers on record are the samples of it. The unique procedure was followed to avoid the benefit of the I. D. Act to the workman. The documents which are on record sufficiently establish that the petitioner was working right from the date of initial order i.e. 15-12-1997 and though the period mentioned in the order was expired he was continued to work on the same post, but the vouchers were issued in the name of fake persons. The period is certainly more than 240 days of his continuous service as a peon. Undisputedly he was appointed on a vacant permanent post. According to him the petitioner he was sponsored from the employment exchange also and he was also interviewed. Except denial on behalf of the respondent there is nothing on record to discard it. On the contrary undisputedly he was appointed on the vacant post. Nothing is mentioned in the Written Statement that it was an illegal appointment. These are not the submissions of the Respondent also. In such circumstances termination by oral order Dt. 31-5-1999 was completely illegal, it was necessary to follow the mandatory provisions of retrenchment. It was necessary to issue a notice as well as to pay retrenchment compensation. It was also necessary to follow the principle of "Last Come First Go". The action of management of oral termination is totally illegal, it deserves to be quashed. Hence it is quashed. The petitioner should be treated in a continuous service as a peon right from the date of his termination. The management is directed to reinstate him w.e.f. 31-5-1999 and pay full back wages as a peon to him.

Hence this Award.

A. N. YADAV, Presiding Officer

नई दिल्ली, 1 मई, 2007

कॉ.आ. 1547.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 35/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2007 को प्राप्त हुआ था।

[सं. एल-40012/64/2006-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 1st May, 2007

S.O. 1547.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 35/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 01-05-2007.

[No. L-40012/64/2006-IR(DU)]

SURENDRA SINGH, Desk Officer
ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
LUCKNOW
PRESENT:**

Shri Shrikant Shukla, Presiding Officer
LD. No. 35/2006

Ref. No. L-40012/64/2006-IR(DU) dated: 28-11-2006

BETWEEN

Ms. Beena Verma D/o Shri Ram Dularey

R/o Mohalla Kori Katra, Bahraich

AND

1. The Telecom District Manager
Telecom Deptt. BSNL
Bahraich
2. The Chief General Manager, Telephone,
Telecom Deptt.
Lucknow Circle, PMG Office, Hazratganj,
Lucknow.

AWARD

The Government of India, Ministry of Labour vide their Order No. L-40012/64/2006-IR(DU) dated 28-11-2006 has referred following dispute for adjudication to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow for adjudication.

"Whether the action of the Telecom District Manager, BSNL, Bahraich in terminating the services of their workman Ms. Beena Verma w.e.f. 1-5-2001 is legal and justified? If not, to what relief the workman is entitled to?"

The reference order was endorsed to Ms. Beena Verma, the workman and the Telecom District Manager, Telecom Deptt. BSNL, Bahraich & the Chief General Manager, Telephone, Telecom Deptt., Lucknow Circle, PMG Office, Hazratganj, Lucknow. The reference order was received in Central Government Industrial Tribunal-cum-Labour Court, Lucknow on 26-12-2006 but the workman did not file statement of claim till 31-1-2007. Thereafter, the Presiding Officer ordered the issuance of registered notices to the parties with direction to the workman to file statement of claim complete with relevant documents, list of reliance and witnesses by 23-2-2007; and the management was directed to file written statement on 9-3-2007. The registered notices were issued to the parties on 5-2-2007 vide receipt Nos. 7889, 7882 and 7880 dated 5-2-2007. The office has informed that the registered article containing notice to the

parties did not return, un-served in the Tribunal till 20-4-2007 as such, service of notice upon the workman and the management was presumed.

None appeared from the either parties on 20-4-2007 also, in spite of waiting till 5.30 PM, therefore, this Court has no option but to proceed with the case.

It was for the worker Ms. Beena Verma to prove that she was working in the department of Telecom. BSNL, Bahraich and she was illegally terminated on 1-5-2001. Since the worker has not appeared, therefore, I have no alternative than to pass no claim award in the present case.

Lucknow

20-4-2007

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 3 मई, 2007

का.आ. 1548.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध निवृत्तकों और उनके कर्मचारों के बीच, अग्रिम में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कैलाश के पंचाट (संदर्भ संख्या 51/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2007 को प्राप्त हुआ था।

[सं एल-12012/141/2004-आई.आर. (बी-II)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O. 1548.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 51/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Union Bank of India and their workman, received by the Central Government on 01-05-2007.

[No. L-12012/141/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BANGALORE

Dated: 20th April, 2007

PRESENT:

Shri A.R. Siddiqui, Presiding Officer

LD. No. 51/2004

I Party

Shri N.R. Gowriprasad
S/o Shri N.S. Ramaiah
No. U-166, 8th Cross,
R.G.I., Colony, L.N. Pura,
Bangalore-560021

II Party

The Dy. General Manager,
Union Bank of India,
Zonal Office,
Chandrakiran Building,
Kasturba Road,
Bangalore.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-12012/141/2004 IR (B-II) dated 27th September, 2004 for adjudication on the following schedule:—

SCHEDULE

"Whether it is a fact that Shri N.R. Gowriprasad was engaged as a 'personal driver' during the period from 1995 to 2003 to drive the vehicle of the opposite party viz. Union Bank of India? If so, whether the action of the Chief Manager of the Bank to terminate him from further service w.e.f. 7-7-2003 is justified and legal and what relief is the disputant concerned entitled to?"

2. The case of the first party as made out in his Claim Statement, briefly stated, is that he was working with the Second Party Management as a Personal Driver to General Manager at I. F/B Branch from 1995 to 2003 drawing a salary of Rs. 4000 per month till he was removed from service w.e.f. 7-7-2003. He worked as Driver to Shri Ramamurthy, General Manager and then as a Driver to Shri P.J. Jose during the year 2003 when he was refused work on 7-7-2003; that being refused work by Shri P.J. Jose, Chief Manager he lost very good opportunity of becoming a permanent employee of the bank; that there was an understanding between the bank management and the bank employees union that after completion of 5 years of service, the Personal Drivers should be absorbed and their names should be entered in the roll and salary and other benefits should be fixed. In this process the first party was only 5 months short in completion of 5 years period and whereas in view of the aforesaid understanding two personal drivers have become permanent employees of the management bank; that the first party after being denied work has remained unemployed losing his livelihood and therefore, the act of the management in refusing work to him tantamounts to dismissal which is unjustified and against the principles of natural justice. In the result, he is entitled to be reinstated in service with back wages and other consequential benefits.

3. The management by its counter statement resisted the claim of the first party first of all on the ground that it is not an employer of the first party as defined under Section 2(g) of the I D Act; that the first party is not a workman as defined under Section 2(s) of the I D Act and that the dispute raised by him is not an industrial dispute under Section 2(k) of the I D Act. The management further contended that there is no sanctioned post of driver at the IPB, Bangalore and the first party was never appointed by it by issuing any appointment letter. Therefore, question of terminating his services did not arise. The management contended that as per the terms of the employment it has

extended the benefits of providing car for the use of executives working as heads of branches who were not provided drivers but may engage their own personal drivers for which they are provided allowances reimbursement. Therefore, the management is not concerned about the engagement of an individual as personal driver for the purpose of driving the car as such drivers are engaged in the personal capacity of such executives. Therefore, the management does not have any say or has any control over the engagement of personal drivers of its executives; that in the instant case it is learnt that the first party was engaged by Shri Ramamurthy, Assistant General Manager of IFB branch in Bangalore in his personal capacity for the period from 22-5-1999 to 28-2-2003. He was succeeded by Mr. P.J. Jose and he also engaged driver of his choice. Therefore, the claim of the first party that he was employed by the management and was terminated subsequently illegally deserves no consideration. The management contended that the employees of the bank invariably appointed through appointment letters after completing due process of recruitment rules including medical test etc. and no such procedure is followed in respect of personal drivers engaged by the executives of the bank. Therefore, there existed no employer employee relationship between the management and the personal drivers; that the first party was not employed either directly or indirectly by the management at any point of time and therefore, the allegation that the management refused employment to the first party w.e.f. 7-7-2003 is incorrect. The management denied the allegation that there has been any understanding between it and its employees union that after completion of 5 years of services, personal drivers should be absorbed as a permanent employee and that the first party lost opportunity of becoming a permanent driver being 5 months short for completion of 5 year of service. Therefore, the management contended that the claim put forth by the first party is not tenable and reference is liable to be rejected.

4. During the course of trial, the management filed an affidavit of one Mr. M.R. Sampath said to be working as Sr. Manager at Nodal Regional Office, Bangalore as MW1 and this witness in his affidavit repeated the relevant contentions taken by the management by way of counter statement referred to supra.

5. The first party on his behalf also filed his affidavit evidence and in his further examination chief produced 4 documents marked at Ex.W1 to W4. Ex.W1 is the Xerox copy of the letter written by the Dy.General Manager (P) on 8-4-1999 addressing to the Chief Manager, Cantonment branch, Bangalore asking him to furnish the information of those personal drivers who have completed minimum 5 years service as on 31-3-1999 along with other necessary particulars. Ex.W2 said to be the information submitted in response to Ex.W1. Ex. W3 is the Xerox copy of the letter written by the General Secretary of the employees union (not clear to whom addressed) with regard to the absorption

of personal drivers including the first party into the services of the bank on the ground that he and four others completed 5 years of service and Ex. W4 is the certificate dated 11-11-2002 said to have been issued by the Assistant General Manager to the effect that the monthly salary of the first party was Rs.4000 and he was working as personal driver to Assistant General Manager.

6. During the course of cross examination of MW1 it was elicited that even today there are personal drivers being engaged by their bank officers and the bank will be reimbursing their salaries through the respective officers which reimbursement amount will be fixed by the bank. He shown his ignorance if any voucher is being taken from the drivers for the payment made. He denied the suggestion that there is an agreement between the employees union and the management regarding personal drivers. He denied the suggestion that it is the bank which appoints the personal drivers and not the officers and that the services of those personal drivers were made permanent there being some understanding in that regard and that they removed the first party from services before he could complete 5 years of service. He admitted that there are instances of making permanent certain personal drivers by the bank.

7. Statement of the first party in his cross examination relevant and crucial for the purpose is that he was driving the office car of the bank and picking up one Mr. K. Ramamurthy the then scale-III Manager from his house and dropping him to the office. There was no appointment order in his favour by the bank in the year 1995. He stated that Shri Ramamurthy used to pay him the salary which amount he was taking from the bank. He shown his ignorance if Shri Ramamurthy was getting driver allowance from the bank to be paid to him. It was elicited that he knew the other employees signing the attendance register every day but he was not signing the attendance register. It was elicited that Shri Ramamurthy was transferred from Gandhinagar branch to commercial street branch on promotion in the year 1998 and he also went along with him as his Driver. He was then transferred to Double Road branch and on his retirement he was succeeded by one Mr. P.J. Jose. He admitted that Mr. P.J. Jose got another driver in his place in the month of July 2003. It was elicited that he was not liable to be transferred from one branch to another and whenever he was not reporting for duty for one reason or the other it was under the intimation to Mr. Ramamurthy and the bank authority did not question him about his absence or his leave applications on such occasions. He admitted that there were eight officers like Mr. Ramamurthy who were provided with independent office cars and each of them had his own driver engaging himself and those drivers are the personal drivers of the officers. He shown his ignorance if Ramamurthy was promoted as Assistant General Manager, IFB in the month of May 1999 and worked as such till February 2003. He denied the suggestion that it is only during the said period he worked as his personal driver.

8. Learned counsel for the first party submitted his written arguments. The discussion made by him with regard to the alleged admissions said to have been made by the management bank and the management witness appeared to be factually incorrect. He however, contended that the first party since worked under the management as a personal driver to its officers in between 1999 and 2003 continuously, he was illegally removed from the service and that he lost the opportunity of becoming a permanent driver falling short of 5 months service to complete 5 years service. He therefore, contended that the action of the management in terminating the services of the first party who worked for a period of 240 days and more continuously attracted the provisions of Section 25F of the I D Act, and therefore, termination was illegal. In support of his arguments learned counsel referred to the decisions reported in AIR 1978 SC page 481 and AIR 2005 SC 2799.

9. Whereas, learned counsel for the management in his oral arguments submitted that the first party was never appointed by the management and that he worked as a personal driver to the officers of the bank by name Shri Ramamurthy and Shri P.J. Jose and therefore, there was no relationship of employee and employer between the first party and the management. Learned counsel took the court through the statement of first party in his cross examination to substantiate his arguments that first party admittedly worked under Mr. Ramamurthy and Mr. Jose as a personal driver being paid salary amount by them only and not through the bank. He submitted that there is absolutely no evidence produced by the first party to suggest that he was appointed by the bank and was paid salary by the bank and that he was under the control and supervision of the management bank at any point of time. Learned counsel in support of his arguments relied upon a decision reported in 1998 LLR 813 rendered by Allahabad High Court.

10. After, having gone through the aforesaid evidence brought on record I find substance in the arguments advanced for the management. First of all the fact that the first party worked as a personal driver from 1995 to 2003 has not been established by the first party. Infact his above said contention gets falsified, by his next contention that he was short of 5 months service to complete 5 years service when was removed from the service. It is in this view of the matter one must go by the contention of the management saying that the first party worked as a personal driver of Mr. Ramamurthy between 1999 and 2003 which fact was not disputed by the first party in his affidavit filed before this tribunal. Now, the next moot question to be considered would be "whether the first party was a personal driver of the officers of the bank or was the driver appointed by the management bank". The very averments of the first party in his claim statement itself are to be effect that he was the personal driver, initially, working under Mr. Ramamurthy and after he was succeeded by Mr. P.J. Jose he was engaged by him

for a period of six months and thereafter in his place somebody else was taken as a driver. At no place in the claim statement the first party has contended that he was the driver appointed by the management bank and was working as such under the control and supervision of the management bank. That apart, the first party in his statement in cross examination as noted above, in no uncertain terms has deposed to the fact that in the beginning he was working as a personal driver of Mr. Ramamurthy who was paying him salary by taking the salary amount from the bank. In no uncertain terms he also admitted that like other employees he did not sign the attendance register and when Mr. Ramamurthy was transferred from Gandhinagar branch to Commercial Street Branch on promotion in the year 1998 he also went along with him as his driver. He stated that when Ramamurthy was transferred to Double Road Branch and retired from service he was succeeded by one Mr. P.J. Jose and Mr. Jose got another driver in his place in the month of July 2003. He admitted that in his case there was no transfer from one branch to another and whenever he was not reporting for duty it was under the intimation of Mr. Ramamurthy and the bank authorities did not question about his absence or any leave application on any occasion. As noted above, the first party also admitted that like him there were other drivers working as personal drivers of the officers who were paying him salary amount in turn getting the said amount by way of allowance from the bank. It is not the case of the first party that at any point of time, the bank paid the salary amount or he was called upon to discharge any sort of duties concerning to the bank affairs. The above said statement of first party also makes it abundantly, clear that he was not answerable to the bank authorities in any manner much less in not reporting for duty for one reason or the other and that he was at the disposal of Mr. Ramamurthy, only as a personal driver. This statement of the first party goes to suggest that he was neither under the control or under supervision of the management bank. The fact that he went along with Mr. Ramamurthy when he was transferred from Gandhinagar branch to Commercial Street branch on promotion in the year 1998 further lends support to the contention of the management that he being the personal driver of Mr. Ramamurthy followed him to the place he went as undisputedly he was not the official of the bank liable for transfer from one place to another. The fact that Mr. P.J. Jose after having engaged the services of the first party for a period of six months engaged another driver in his place in the month of July 2003 is very much admitted by the first party himself in his cross examination, as noted, above. Therefore, all these facts put together would falsify the case of the first party that he worked as a personal driver of the officers concerned being appointed by the management bank. Learned counsel for the first party as noted above, in his written arguments under the heading "Relevant Portion of the Counter Statement and Basic

essence of the evidence of the first party and Second party" has made discussion to the effect that the management admitted the salary paid to the first party was through the bank by taking signature on the bank voucher and the same is debited to the account of the bank. No such admission has been made by the management in its counter statement. He also made a discussion to the effect that the management admitted that they enhanced the salary paid to drivers and that the bank used to take the signature of the concerned driver while paying the monthly salary in bank voucher debiting the same to the accounts of the bank. On going through the counter statement as well as the affidavit evidence of MW1 and his statement in cross examination this court is not in a position to find out any such admissions made on behalf of the management. On the other hand MW1 in his cross examination has never spoken to any such payment voucher being obtained from the first party and the amount being debited to the accounts of the bank. The statement of MW1 in his cross examination is clear to the fact that the bank will be reimbursing the salaries of the personal drivers through the respective officers and the reimbursement amount will be fixed by the bank.

11. Now, coming to the documents produced by the first party. None of them will be supporting his case to suggest that he was the driver appointed by the management bank. Infact the certificate at Ex.W1 was in respect of certain information for the personal drivers it, self who had completed minimum 5 years of service. First party in his own words did not complete the service of 5 years being short of about 5 months service as on 7-7-2003 when his services were discontinued. Ex.W2 first of all is not signed by any authority and even otherwise it is just to show that as on 31-3-1999 he had completed 3 years and 11 months service. This information appears to have been sent in response to Ex.W1. Ex.W3 is just a letter written by the first party union as on 18-9-2001 seeking absorption of personal drivers including the first party into the service of the management. In no way it will be helping the case of the first party. This letter infact will be going against the case of the first party as in this letter he was described as a personal driver to AGM, IFB, Bangalore and not the driver appointed by the management bank. The certificate at Ex.W4 once again described the first party as a personal driver. Therefore, aforesaid documentary evidence all along describing the first party as a personal driver must lend support to the case of the management rather than the case of the first party. Therefore, as found from the oral and documentary evidence, though the first party established that he worked for a period of more than 240 days continuously in between 1999 and 2003 but he failed to substantiate before this tribunal that he was the driver appointed by the management bank. As noted above, in his claim statement as well as in his affidavit itself he has come out with the case that he was the personal

driver of Shri Ramamurthy and Shri Jose and was amenable to them only and not to the management bank. It is further in evidence that those officers who engaged the first party as their personal driver were themselves paying the salary to him taking the amount from the bank by way of reimbursement. There is absolutely no evidence on the part of the first party that at any point of time he worked under the control and supervision of the management bank and was paid his salary amount by the bank authorities. Undisputedly, he was not issued any appointment letter nor any payment voucher was obtained from him for payment of salary by the management bank authorities. Therefore, the claim of the first party that his services were terminated by the management must collapse under its own weight. In the result, it cannot be said that his services were illegally terminated by the management attracting the provisions of section 2(cc) read with Section 25 F of the ID Act.

12. Now coming to the rulings cited on behalf of the first party. The principle laid down by way of *Obiter Dictum* under the facts and circumstances of the case in the decision reported in AIR 1978 SC 481 cited on behalf of the first party, in fact, read in favour of the management rather than helping the case of the first party. I would like to bring on record the observations made by their Lordship of Supreme Court at para 3 of the said decision relevant for the purpose is as under :

" It is clear that the direction and control are the telling factor's to decide as to whether the driver in the present case is the employee of the Bank. This test does not exclude other factors also, and indeed as Lord Macmillan, in the aforesaid case, rightly stressed the question in each case turns on its own circumstances and decision in other cases are rather illustrative than determinative. To crystallise criteria conclusively is baffling but broad indications may be available from decisions. The beedi cases turn on the reality of independent contractors standing in between the management and the beedi workers. This court in many such case discovered that there was a common practice of using deceptive devices and the so called independent contractors were really agents or workers of the management posing as independent contractors for the purpose of circumventing the factories act and like statute which compel managements to meet certain economic and social obligations towards the workers. We have no doubt that if in this case there was evidence to show any colourable device resorted to by the Bank, our conclusion would have been adverse to the management. On the other hand, the evidence adduced before this tribunal oral and documentary leads only to one conclusion that the bank made available a certain allowance to facilitate the Area Manager, Shri Sharma, privately to engage a driver.

Of course, the Jeep which he was to drive, its petrol and oil requirements and maintenance, all fell within the financial responsibility of the bank. So far as the driver was concerned, his salary was paid by Shri Sharma as his employer who drew the same granted to him by way of allowance from the bank. There is nothing on record to make out a nexus between the bank and the driver. There is nothing on record to indicate that the control and direction of the driver vested in the bank. After all the evidence is clearly to the contrary. In the absence of material to make out that the driver was employed by the bank, was under its direction and control was paid his salary by the bank and otherwise was included in the army of employees in the establishment of the Bank. We cannot assume the crucial point which remains to be proved. We must remember that there is no case of camouflage or circumvention of any statute. It is not unusual for public sector industry or a nationalized banking institution to give allowances to its high level officers leaving it to them to engage the services of drivers or others for fulfilling the needs for which the allowances are meant. In this view we are clear that the award fails as it is unsupportable. We therefore, reverse the award."

13. Therefore, the facts and circumstances of the case involved in the aforesaid decision and the facts of the present case are very much akin to each other and in the result, the principle laid down in the said case would apply to the present case on all its fours, thereby, making it very clear that in the instant case also the first party has not been able to establish his case that he was the driver rather the employee appointed by the management so as to seek any relief against it. The submission made by the counsel for the management at Para 6 of the aforesaid decision to the effect that the case of the workman will be considered by the management by paying him *ex gratia* amount and taking him back in service within certain period and the resultant directions of Supreme Court in that regard will not come to the rescue of the first party in the present case. The management in the said case had exhibited its generosity in taking back the delinquent concerned in service and that cannot be taken as an example or a condition binding upon all other managements to be complied with. The principle laid down by their Lordship of Supreme Court reported in AIR 2005 SC 2799 in my humble opinion with all due respect to their Lordship will not be also coming to the rescue of the first party workman in the present case. By going through the aforesaid decision it can be very much gathered that under the similar pleadings of the parties and the evidence brought on record, the industrial tribunal came to the conclusion that though there was no letter of appointment in favour of the workman, he had produced three vouchers which showed that he was paid a sum of Rs. 1500 towards his wages as a

Driver by the bank and also established the fact that he had continuously worked from 17-7-1994 to 10-10-1994. The tribunal also observed that there was no material produced by the management to establish its contention that there was a scheme for appointment of such personal drivers or to deny that vouchers produced by the workman were not reliable. Therefore, the tribunal upheld the claim of the workman holding his termination illegal with an order of reinstatement in service. The learned single judge and the division bench of the High Court affirmed the award passed by the tribunal when the matter was taken up before the Lordship of Supreme Court by the management concerned. Their Lordship while confirming the award passed by the tribunal which was in up held by the High Court, at para 8 of the decision noted as under :—

"While there is no doubt in law that the burden of proof that a claimant was in the employment of a Management, primarily lies on the workman. The degree of such proof so required would vary from case to case. In the instant case, the workman has established the fact which, of course, has not been denied by the bank, that he did work as a driver of the car belonging to the bank during the relevant period which come to more than 240 days of work. As against this, as found by the fora below, no evidence whatsoever has been adduced by the bank to rebut even this piece of evidence produced by the workman. It remained contended by filing a written statement wherein it denied the claim of the workman and took up a plea that the employment of such drivers was under a scheme by which they are in reality, the employee of the Executive concerned not that of the bank; none was examined to prove the scheme. No evidence was led to establish that the vouchers produced by the workman were either not genuine or did not pertain to the wages paid to the workman. No explanation by way of evidence was produced to show for what purpose the workman's signatures were taken in the register maintained by the bank. In this factual background, the question of workman further proving his case does not arise because there was no challenge at all to his evidence by way of rebuttal by the bank."

14. Therefore, as could be read from the aforesaid decision, the claim of the delinquent workman in the said case came to be allowed by the tribunal and then by the High Court and ultimately, by their Lordship of Supreme Court on the basis of the evidence brought on record by the workman as well as by the management. The workman in the said case had produced three vouchers to show that he had been paid certain sums of money towards his wages and the said amount has been debited to the account of the bank. The contention of the management that such personal drivers were being employed under scheme and they are the employees of the executives concerned was

not established by the management in the said case. On the other hand in the instant case the first party did not produce a single voucher nor produced any other document suggesting that he was the employee of the bank by getting wages from the bank and that the bank which was debiting the salary paid to him with the accounts of the Bank. On the other hand in his own admissions he was being paid salary by his masters namely, said Shri Ramamurthy & Jose which they were getting from the bank by way of reimbursement. Therefore, principle laid down rather the observations made by their Lordship of Supreme Court in the aforesaid two cases cited on behalf of the first party will not come to his aid under the facts, circumstances and the evidence brought on record in the present case. His Lordship of Allahabad High Court (1998 LLR 813) in a similar such cases dealing with similar question of fact and law and making reference to the decision of their Lordship of Supreme Court, itself reported in AIR 1978 SC page 481 and Punjab National Bank Vs. Gbulam Dastagir rejected the claim of the delinquent workman in the said case holding the view that the workman in the said case was being engaged as a personal driver by one Mr. D. Chatterje, Regional Manager of the management company and the salary paid to him was being reimbursed by the management company. In the said case the tribunal had passed an award in favour of the workman and when the matter was taken before the Hon'ble High Court, it rejected the claim of the delinquent concerned with the observations relevant for the purpose at Para 8 of the said decision running as under :

"Admittedly, in the present case, the respondent No. 2 was not employed by the employer in any of the incidental operations constituting the industry since it has already been found that he was never engaged by the employer and the employer had no control either on the terms and conditions of service, or on his employment in any manner and only the reimbursement of salary to the respondent No.2 through the Regional Manager would not be sufficient to constitute a relationship of employer and employee, unless the employer has any control over the employment of the alleged employee namely, either to discharge or disengage him for any dereliction of duty, the employer had no occasion to engage him on any of the incidental operations. The engagement of the respondent No. 2 by the Regional Managers will not bring the respondent No. 2 within the definition of the workman and has been enunciated in the ratio in the decision of M/s. J.K. Spinning and Weaving Mills Co. (Supra)".

15. The facts, circumstances and the evidence brought on record in the aforesaid proceedings were quite similar to the facts and evidence we are facing in the present case. Therefore, principle laid down in the said case in turn

relying upon the aforesaid decision of the Punjab National Bank, in my humble opinion must apply to the case on hand on all its fours. At the cost of the repetition, it is to be noted that the workman in the instant case in many many words has stated that he worked as a personal driver of said Shri Ramamurthy and then of one Shri Jose and it is not his case that he was appointed by the management bank by issuing any appointment letter after due process of recruitment rules etc. His main grievance was that the management discontinued his services before he could complete 5 years of service as otherwise as per the understanding between the management and the union representatives he must have been absorbed in the services of the management. First of all in his own words he was short of 5 months service to complete the tenure of 5 years service. Secondly, no evidence was produced by him that there was any memorandum of understanding between the union representatives and the management to absorb the services of the personal drivers incase they completed 5 years of service. Therefore, viewed from any angle the claim put forth by the first party merits no consideration. In the result, it cannot be said that the alleged termination of his services suffered from any illegality.

16. In the result, I must conclude to say that the first party has failed to establish his claim before this tribunal. Therefore, it cannot be said that the alleged termination of his services by the management was in any way illegal or improper, Hence the following award.

AWARD

The reference is dismissed. No costs.

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 3 मई, 2007

क्र.अ. 1549.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई. बी. पी. का. लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय नं. 11, नई दिल्ली के पंचाट (संदर्भ संख्या आई. डी-57/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2007 को प्राप्त हुआ था।

[सं. एल-30011/11/2005-आई. आर. (एम.)]

एन. एस. बोर, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O. 1549.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. ID-57/2005) of the Central Government Industrial Tribunal/Labour Court, No. 11, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation

to the management of I.B.P. Co. Ltd. and their workmen, which was received by the Central Government on 3-5-2007.

(No. L-30011/11/2005-IR (M))

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

PRESENT: R. N. Rai, Presiding Officer

I.D. No. 57/2005

In the matter of:—

Shri T.S. Kandari
C/o. IBP Co. Limited,
R & D Centre, Vill : Manesar,
Gurgaon (Haryana).

Versus

The Dy. General Manager (R & D),
IBP Co. Ltd., R & D Centre, Vill. Manesar,
Gurgaon (Haryana).

AWARD

The Ministry of Labour by its letter No. L-30011/11/2005-IR (M) Central Government dated 11-7-2005 has referred the following point for adjudication.

The point runs as hereunder:—

"Whether the action of the management of M/s. IBP Co. Limited in withdrawing benefits from the salary (Basic Salary and its impact) from 1-4-2004 to September, 2004 of Shri T.S. Kandari, Sr. Assistant is just and legal? If not, to what relief the workman is entitled."

The case of the workman is that the above named workman is an active member and office bearer of the IBP Chemical Division Staff Union (Regd.), which is the trade union in the Research and Development Centre, Manesar management having a majority of the workers in the Research & Development Centre as its members.

It is further submitted that the workman above named was promoted by the management vide order No.TSK : 5799 dated 28th June, 2004 and granted a special grade equivalent to grade VI. Copy of the order dated 28th June, 2004 is annexed herewith as Annexure-B.

It is stated that as a result of the workman's participation in the above said dispute on behalf of the union, the management with a malafide motive of victimizing the workman withdrew the revised pay scale granted to the workman consequent upon his promotion from the month of October, 2004. Copy of the salary slip of the workman for the month of October, 2004 is annexed herewith as Annexure-D.

The case of the management is that as per the routine practice the workman was promoted erroneously by the management. The workman was working as a Sr. Assistant (F&A) and he joined the services of the answering

respondent on 18-5-1987 in Grade-I. He was fitted in Grade IV w.e.f. 1-9-1994 and subsequently in Grade-V w.e.f. 1-10-1998. From Grade V to V selection grade was due to the workman on 1-10-2005 but it was wrongly given vide letter dated 28-6-2004. The mistake came to the notice of the management in September, 2004 and the same was rectified in October, 2004. As such, the error was rectified after it was detected in September, 2004. It may be prudent to mention that the workman became eligible for promotion to next higher grade V (SG-I) on 1-10-2005 and accordingly promoted on 1-10-2005 to the position of Sr. Assistant in Grade V (SG-I). His salary was stepped up from the date of promotion and he accepted the same.

It is stated that it is a case of fitment in grade, therefore, the contentions made out regarding promotion or entitlement was based on wrong notion. Since the amount was not due to the workman concerned, therefore, the enhancement given erroneously on account of increase in wage structure was erroneous and was liable to be rectified. Accordingly the rectification was done after notice and the amount was recovered from the workman.

It transpires from perusal of the order sheet that the case was posted for rejoinder and affidavit on 7-11-2006. The workman sought adjournment on 7-11-2006. He was not present on 15-12-2006 and 15-2-2007. The workman was present on 15-2-2007 but he did not file rejoinder and affidavit. Last opportunity for filing rejoinder and affidavit was given. The workman was not present on 12-4-2007. The opportunity for filing rejoinder and affidavit was closed. There is direction from the Government to decide the case within three months from the date of reference. The workman has failed to file rejoinder and affidavit from 7-11-2006 to 12-4-2007. His claim statement is not proved.

The reference is replied thus:—

The action of the management of M/s. IBP Co. Limited in withdrawing benefits from the salary (Basic Salary and its impact) from 1-4-2004 to September, 2004 of Shri T.S. Kandari, Sr. Assistant is just and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 18-4-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 3 मई, 2007

सत्र.अ. 1550.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोचीन कोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोचीन के पंचाट (संदर्भ संख्या आई.डी.-188/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2007 को प्राप्त हुआ था।

[सं. एल-30011/3/2000-आई.आर. (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O. 1550.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 188/2006) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cochin Port Trust and their workman, which was received by the Central Government on 3-5-2007.

[No. L-30011/3/2000-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present :

Shri P. L. Norbert, B.A., L.L.B., Presiding Officer

(Thursday the 19th day of April, 2007)

I. D. 188/2006

(I.D. 5/2001 of Labour Court, Ernakulam)

Workman/Union	1. The General Secretary, Cochin Port Trust Staff Association
	2. The General Secretary, Cochin Harbour Workers' Union
	3. The General Secretary, Cochin Port Portage Staff Association
Management	Adv. Shri A. V. Xavier
	The Chairman Cochin Port Trust.
	Adv. M/s Menon & Pai

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is :

“Cochin Port Trust, Cochin viz. Cochin Port Staff Association, Cochin Harbour Workers Union and Cochin Port Portage Staff Union against the initiated by the management of Cochin Port Trust for non inclusion of House Rent Allowance element in reckoning the emolument for encashment of earned leave is justified? If not, to what the union are entitled to?”

2. The facts of the case in brief are as follows :—

The unions filed claim statements raising a common contention. As per decision of Cochin Port Trust dated 10-2-1979 a regulation was adopted regarding the encashment of earned leave. Since then the employees are

enjoying that benefit continuously and uninterruptedly. On 7-6-1993 the management issued a notice U/s 9A of I.D. Act to the unions proposing to discontinue the practice of reckoning HRA and CCA for the purpose of calculating the amount of encashment of earned leave w.e.f. 1-7-1993. The proposal was opposed by the unions and a strike notice was given by the unions. The matter was conciliated by the Regional Labour Commissioner (Central). There was a suggestion to refer the matter to Wage Negotiation Committee. Accordingly the conciliation proceedings were closed. While so, the management issued an order dated 2-3-1996 deciding to exclude HRA while computing the amount for encashment of earned leave, concerning employees who had joined service on or after 1-12-1995. It is a change in service conditions. It is a unilateral decision by the management. It is against the terms of wage settlement. It is a benefit enjoyed by the workers since long back and cannot be taken away by management unilaterally.

3. According to the management, the benefit of surrender of earned leave is provided in the Regulation of Cochin Port Employees (Leave) Regulations, 1978. The Cochin Port Trust used to reckon HRA while computing the earned leave encashment. However there was audit objection and the Ministry instructed the management to exclude HRA, CCA, Conveyance Allowance, Uniform Allowance, etc. for the purpose of leave encashment. A notice was given to the unions regarding the aspect as per the instruction of the Government. However there was objection by the unions. During conciliation there was a suggestion to refer the dispute to Bipartite Wage Negotiation Committee. During pay revision of Class I & II officers it was decided not to include HRA and CCA for leave encashment. Similarly, the Port decided to exclude HRA so far as Class III & IV employees are concerned who had joined the service on or after 1-12-1995. The management wanted to amend the regulation accordingly. However, the unions objected. The Wage Negotiation Committee to whom the matter was referred stated that the dispute did not fall within their province as it was not a term in the charter of demands. Meanwhile, Bombay and Goa Ports had discontinued the practice of inclusion of H.R.A. for the purpose of E/L encashment. Since the workers who had joined service prior to 1-12-1995 have been enjoying the benefit before the dispute was raised and therefore they were protected pending the industrial dispute. However the Government has instructed that the practice of inclusion of H.R.A. for leave encashment is irregular and as per the direction of the Government the management has to rectify it. There is no illegality in the action of the management.

4. In the light of the above pleadings the only point that arises for consideration is :

“Whether the decision of Cochin Port Trust to exclude HRA for Earned Leave encashment is legal?”

The evidence consists of documentary evidence of Exts. W1 to 5 on the side of unions, oral testimony of MW1 and documentary evidence of Exts. M1 to 4 on the side of management and Court Exts. X1 to X6.

5. The Ministry of Shipping and Transport by Ext. X6 letter dated 12-12-1998 instructed the Port Trusts to adopt necessary procedure for allowing encashment of earned leave to their employees and workers as it was a long pending demand of unions. The mode and norms of encashment of earned leave are described in the letter. Clause 1 (iii) says that the amount admissible on such encashment, shall be the pay and allowances for which employee would have been eligible had he actually gone on leave. There was also instruction to amend Leave Regulations accordingly. The Cochin Port Trust, in pursuance to Ext. X6, amended Regulation 24 of Cochin Port Trust Employees (Leave) Regulations, 1978 by incorporating "The Cochin Port Trust Employees (Encashment of Earned Leave) Regulations, 1979" (Ext. XI Appendix-II). Clause 4(e) of that Regulations says that the amount admissible on encashment of earned leave shall be equal to the pay and allowances for which an employee would have been eligible had he gone on earned leave. All the employees had enjoyed this benefit of surrender of earned leave and encashment which included pay and allowances including HRA and CCA. While so, on 7-5-1993, the Ministry of Surface Transport by Ext. M1 instructed the Port Trusts and Dock Labour Boards to discontinue the practice of reckoning HRA and CCA for leave encashment as it was highly irregular and attracted adverse comments of Audit Department and also to issue notice U/s-9A of I.D. Act to the unions. Accordingly Ext. W1, S-9A notice was issued by Chairman, Cochin Port Trust to all the unions on 7-6-1993. Ext. W2 dated 9-6-1993 is reply by one of the unions objecting to the discontinuance of the long standing practice of reckoning HRA & CCA for leave encashment. Ext. W3 is again another notice dated 12-6-1995 issued to the Cochin Port Staff Association calling for objection, if any, regarding the proposal to discontinue the benefit of HRA. Ext. W 4 dated 14-6-1995 is Association's reply and also notice of strike. Meanwhile the Cochin Port Trust issued an order by Ext. X3 dated 2-3-1996 to the effect that employees who joined the service on or after 1-12-1995 shall be excluded from the benefit of having HRA included in the leave encashment. A dispute was raised by the unions before RLC and there was conciliation. However the conciliation failed and Ext. W5 dated 7-11-2000 is the failure of conciliation report. The issue was also referred as suggested by RLC to Bipartite Wage Negotiation Committee. However the Committee expressed its opinion by Ext. M4 dated 3-3-2000 that it cannot decide the issue as the matter did not fall within the purview of the committee. It is pointed out by the learned counsel for the management that in Bombay Port the instruction of the Ministry of Surface

Transport is implemented, thereby HRA is excluded for the purpose of calculation of encashment of earned leave. Ext. M2 dated 25-1-1996 is the letter addressed to the Chairman of Cochin Port Trust by the Bombay Port Trust, in response to the letter of the former enquiring about the position in Bombay Port Trust.

6. The surrender of earned leave and encashment of leave is governed by Ext. XI (Appendix -II) Regulations of 1979. As per that Regulation, Clause 4(e), all allowances are to be reckoned for the purpose of computing leave encashment. If any change is to be made as proposed by the management, then the regulation has to be amended. That is not done so far. On the other hand, Ext. X3 order was passed on 2-3-1996 by the Port Trust denying HRA benefit to some and granting the benefit to others. A cut-off date was fixed as 1-12-1995 for the purpose of granting and refusing HRA benefit.

7. The reason for fixing the aforementioned date, according to the Port Trust, is that it was on at that date that the dispute was raised by the unions regarding HRA benefit. This does not appear to be a reasonable classification to grant or refuse benefit. The persons who joined service after 1-12-1995 are also governed by Regulations of 1979 which provide for reckoning HRA for the purpose of leave encashment. It has been a service condition since 1979. The management is not supposed to change the service conditions without due notice. There was a memorandum of settlement arrived at between the unions and managements on a national level in 1994 (Ext. X4). All service conditions agreed by the parties are enumerated in the settlement. Clause 24.1 says that "any facility, privilege, amenity, right, benefit, monetary or otherwise, or concession to which an employee or a category of employees will be entitled to by way of any award, practice or usage, shall not be withdrawn, reduced or curtailed except to the extent and manner as explicitly provided for in this settlement". Again in 2000 there was another Memorandum of Settlement dated 2-8-2000. Ext. X5 is copy of the settlement. The clause in Ext. X4 (Clause 24.1) mentioned above is reiterated in clause 36 of Ext. X5. Therefore, if the management wants to make any change in service conditions, either they have to amend 1979 Regulations regarding encashment of earned leave or come to a Bipartite Settlement between unions and management. These formalities are not complied by the management. However the management says that they are only implementing the direction of the Government. But it is to be noted that the Ministry has also given direction to the management to issue S-9A notice to the unions before taking a decision. However there has been no consensus over the issue between the parties. It is not known on what basis or in exercise of what power Ext. X3 order is passed denying benefits to employees who joined service on or after 1-12-1995 and granting the benefits to others. All belong to the same category and discharge the same duties.

When the employees joined service on or after 1-12-1995 there was no change in the service conditions with regard to earned leave. Therefore there is no legal basis for making a classification and treating similarly situated persons differently. The Regulations of 1979 remains unchanged and the management is bound to follow that until it is amended or a different settlement is arrived between the parties by negotiation and conciliation. The management has no authority or power to pass a unilateral order as Ext. X3 or decide to make a deviation from the Regulations, 1979 without amending it. The 1979 Regulations is made in exercise of the powers u/s 28 of the Major Port Trust Act, 1963. S-104 refers to the duty of Dock Labour Boards to rectify the irregularities pointed out by Audit Department. S-105 of the Act says that if the Board is unable to rectify the irregularities mentioned by the auditors, then the matter shall be referred to the Central Government, which shall pass final orders and the Board shall be bound to give effect to such orders. No such steps are taken by the management of Cochin Port Trust in the light of S-105 of the Act. At the risk of repetition I would say that as per Clause 4(c) of Ext. X1 (Appendix -II) Regulations, all the employees are entitled to get earned leave encashment reckoning HRA. There is no justification in excluding HRA. Point is answered accordingly.

8. In the result, an award is passed finding that the proposal and the action of Cochin Port Trust in excluding HRA for the purpose of leave encashment is illegal and unjustified. All the employees are entitled to get the benefit of HRA reckoned while calculating the amount of encashment of earned leave. The parties will suffer their respective costs. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 19th day of April, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Workman/Union :

Nil.

Witness for the Management :

MW1- Shri P. Muralaeeharan.

Exhibits for the Workman/Union :

- W1- Copy of Notice dated 7-6-1993 u/s 9(A) of the I.D. Act.
- W2- Photostat copy of reply dated 9-6-1993 submitted to management by Cochin Port Staff Association.
- W3- Photostat copy of letter dated 12-6-1995 issued by Secretary, Cochin Port Trust to the Cochin Port Trust Staff Association.
- W4- Photostat copy of letter dated 14-6-1995 submitted by Cochin Port Trust Staff Association to Management.

- W5- Copy of failure of conciliation report dated 7-11-2000 submitted by RLC(C) to M/o L&E.

Exhibits for the Management :

- M1- Photostat copy of letter No. A. 24017/4/87-PE-1 dated 7-5-1983 to the Chairman of all Major Port Trusts.
- M2- Photostat copy of letter No. CA/BSR-2 (79) 1649 dated 25-1-1996 issued by Chief Accounts Officer to the Chairman, Cochin Port Trust.
- M3- Photostat copy of letter dated 12-6-1995 issued by the Secretary, Cochin Port Trust to all Unions.
- M4- Photostat copy of letter No. JNP/8860 dated 3-3-2000 issued by the Chairman of JNPT to the Chairman, Cochin Port Trust.

Exhibits for the Court :

- X1- Photostat copy of minutes book dated 10-12-1979 containing Resolution No. 365.
- X2- Order No. A.290 18-3-95-PE-I dated 1-12-1995 issued by M/o Surface Transport.
- X3- Photostat copy of Order No. P2/2694/95/S dated 2-3-2006 issued by Cochin Port Trust.
- X4- Photostat copy of Memorandum of Settlement dated 6-12-1994.
- X5- Photostat copy of Memorandum of Settlement dated 2-8-2000.
- X6- Photostat copy of Order No. PEO. 132/78, dated 12-12-1978 issued by M/o Shipping and Transport.

नई दिल्ली, 3 मई, 2007

का.आ. 1551.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. इंडियन रेयर अर्थ लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/6/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2007 को प्राप्त हुआ था।

[सं. एल-42011/5/2003-आई. आर. (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O. 1551.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/6/2004) of the Central Government Industrial Tribunal/Labour Court, No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Rare Earth Ltd. and

their workman, which was received by the Central Government on 3-5-2007.

[No. L-42011/5/2003-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 MUMBAI

PRESENT:

A. A. Lad, Presiding Officer

(Reference No. CGIT-2/6 of 2004)

Employers in relation to the Management of
M/s. Indian Rare Earths Limited
The Executive Director (HRM),
M/s. Indian Rare Earths Ltd.,
Plot No. 1207
Near Siddhi Vinayak Temple
Veer Savarkar Marg, Prabhadevi,
Mumbai-400028

V/s.

THEIR WORKMEN

The Secretary
Rare Earths Workers' Union
25, 32, 33 Ibrahim Mansion,
Dr. Ambedkar Road, Parel,
Mumbai 400012

APPEARANCES:

For the Employer: Mr. P. Ramaswami,
Advocate i/b
M/s. Mulla & Mulla &
Craigie Blunt & Caroe,
Advocates

For the Workmen Mr. J. H. Sawant Advocate

Mumbai, dated 30th March, 2007

AWARD

The Government of India, Ministry of Labour by its Order No. L-42011/5/2003-IR(M) dated 5-2-2004 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the Industrial dispute raised by Rare Earths Workers' Union against the management of M/s. Indian Rare Earths Ltd. vide their letter dated 22-1-2003 (copy enclosed) over promotion of Shri G. G. Ghadi from Category IX to Officers' Category, justified? If so, to what relief the concerned workman is entitled?"

2. Claim Statement is filed at Ex-3 stating that, G. G. Ghadi the concerned workman was working with First Party and in August 2002, he was in Category IX. He was active member of the union and some time President of it. He was due for promotion. So demand to that effect was made on 29-8-2002 that time. He had completed 25 years service and

due for promotion in July 2002. Since said promotion was not given to Ghadi, he requested to consider his claim by letter dt. 29-8-2002 and invited attention of First Party to look into his demand. Thereafter nearly passing four and half months one Mr. S. C. Mishra replied the said letter stating that, he required to appear before DPC and DPC will be formed in December 2002. It was also informed that, candidates who have completed 5 years on 31-12-2001 in category-IX would be eligible to appear in DPC 2003 and since Ghadi has not completed 5 years upto 31-12-2001 he cannot be considered for the promotion. According to Second Party said decision of the First Party in denying claim of Ghadi is illegal and bias one. Purposely DPC was not formed and by that Ghadi was deprived of promotion. So it is submitted that, decision taken by management in not promoting Ghadi from Category IX to Officers' cadre is unjustifiable.

3. This is disputed by First Party by filing reply at Ex-5 stating that, First Party is a Public Undertaking. It is engaged in mining and separation of ditch, sand minerals at coastal area of Kerala, Tamil Nadu and Orissa. It has Rare Earths Processing lands at Alwaye in Kerala since 1953. Said work is done on behalf of Department of Atomic Energy Thermal Plant at Trombay did not authorize operation of said Thorium Plant beyond December 1998. Accordingly production operation was stopped w.e.f. 1-4-1998. In this set of circumstances First Party found suitable place in State of Orissa and established factory there. Few employees were transferred who agreed to go there. Some new were appointed. Balance employees were not willing to go to the said plant. Some took VRS. However 71 remained. Some of them were redeployed in various division of BARC. In the said circumstance functioning of Thorium plant is affected and there was no vacancy for promotion in employees of category IX to the Officers cadres w.e.f. 1-4-1998.

4. The concerned employee Ghadi was also redeployed in the BARC in Category IX from 1-7-1997. As per settlement, the promotional avenue was open to the employees of Category-IX who have completed 5 years in Category-IX. Actually employees who worked in Category -IX are not automatically promoted as Officer on completion of 5 years. After completion of 5 years they become eligible for interview before DPC and if found suitable then are promoted. Ghadi has not completed 5 years in Category-IX on 31-12-2001 to call him for interview in 2003-2004 since Ghadi was not eligible for call for interview before DPC and as such, he cannot claim promotion automatically. So it is submitted that, claim of Ghadi to promote him has no force and require to be rejected.

5. In view of above pleadings, following issues arise for determination which are answered against it.

Issues	Findings
1. Is Ghadi entitled for promotion?	No
2. What order?	As per order below.

REASONS

6. In short demand of Ghadi is that, though he served for 25 years and more than 5 years in Category-IX, he was not promoted. The explanation given by First Party is that, since Ghadi has not completed 5 years on 31-12-2001 in Category-IX he cannot be called for interview before D.P.C. which was formed in 2003-2004.

7. To support that Second Party place reliance on affidavit of Ghadi filed at Ex-13 whereas First Party place reliance on the affidavit filed at Ex-16. Second Party filed Written Arguments at Ex-17 whereas First Party at Ex-18.

8. In the cross Ghadi admits that, he completed 5 years in Category-IX on 1-7-2002. Case of the First Party is that Ghadi did not complete 5 years service on 31-12-2001. That means Ghadi admits that, he has not completed 5 years in December 2001 to qualify him to appear before DPC which was formed in 2003-2004. It is matter of record that, DPC was not formed till 2003-2004. First time interview were taken during the tenure of Ghadi in 2003-2004. However Ghadi retired prior to appearing before DPC i.e. he retired on 20-2-2003. Since Ghadi retired in February 2003 and DPC formed in 2003-2004 naturally Ghadi did not get an opportunity to appear before DPC since he did not appeared he was not considered for promotion and so was not promoted.

9. However the contention taken by First Party saying candidates who completed 5 years on 31-12-2001 in Category-IX are only eligible to appear before DPC of 2003-2004 in fact has no meaning. Admittedly DPC was formed in 2003-2004. So all candidates of Category-IX who have completed 5 years before DPC formed must be held eligible to appear before DPC in 2003-2004. Said was decision of first party. However that decision is not challenged by Ghadi. When DPC was formed he retired. Naturally he did not appear before DPC. Moreover the stand taken by Ghadi that, since he completed 25 years in the employment and more than 5 years in Category-IX must be promoted has no meaning. When DPC was there and when it was not formed up to 2003-2004 i.e. still Ghadi was in the employment, Ghadi cannot claim promotion as well as claim benefit of it automatically.

10. Considering all that and considering that DPC was not formed up to 2003-2004 and that time Ghadi was not in employment, I am of the view that, Ghadi is not entitled for promotion since he did not appear before DPC and he was not approved for promotion.

11. In view of discussion made above I conclude that, Ghadi is not entitled for promotion and benefit of it.

So, I answer above issues to that effect and pass the following order:

ORDER

Reference is rejected. No order as to cost.

Date: 30-3-2007

A. A. LAD, Presiding Officer

नई दिल्ली, 3 मई, 2007

का.अ. 1552.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई को पंचाट (संदर्भ संख्या सीजीआईटी-2/2/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2007 को प्राप्त हुआ था।

[सं. एल-11012/14/2000-आई. आर. (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O. 1552.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/2/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 3-5-2007.

[No. L-11012/14/2000-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2
MUMBAI**

PRESENT:

A. A. Lad, Presiding Officer

(Reference No. CGIT-2/2 of 2001)

Employers in relation to the Management of Airport Authority of India,

The Regional Executive Director,
Airport Authority of India,
National Airport Division, Airport,
Aurangabad-431202.

V/s.

THEIR WORKMEN

Shri Gorakhnath V. Tutare,
ATC Section,
Airport Authority of India
Airport Aurangabad,
Chikalthana,
Aurangabad-431202.

Appearances :

For the Employer : Ms. Priya Borgaonkar,
Advocate i/b
M/s. M. V. Kini & Co.
Advocates.

For the Workmen : No Appearance.

Mumbai, dated 27th March, 2007

AWARD

The Government of India, Ministry of Labour by its Order No. L-11012/14/2000-IR(M) dated 8-1-2001 in exercise of the powers conferred by clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Airport Authority of India, Aurangabad in not acceding to the demand of Sh. Gorakhnath V. Thuthare and seven others in enhancing the wages to Rs. 3500 per month and other demands such as provision of medical facilities, medical and casual leaves, providing torch, rain-coats, overtime wages and extra duty, issuance of security cards as stated in their representation dt. nil received in the office of ALC (C), Mumbai on 7-12-1999 (copy enclosed) is legal and justified ? If not, what relief, the workmen concerned are entitled to?"

2. Second party files Claim Statement at Ex.-17 which was replied by first party filing Written Statement Ex.-20. Issues were framed at Ex-25 and the reference was placed for recording evidence.

3. At one stage, this reference was disposed of for want of prosecution by order dt. 23-11-2001. Again record & proceedings reveals that, it was restored to decide on merits. However same repetition of absence of Second party took place. Though number of notices were sent, Second party not served due to non-availability of whereabouts and notice were returned back unserved with remarks "left". Even record & proceedings reveals he did not take care of this proceeding shown interest in attending the same.

4. This lead me to conclude that, Second party is not interested and it lead me to pass the following order :

ORDER

Reference is disposed of for want of prosecution.

Dated: 27-3-2007.

A. A. LAD, Presiding Officer

नई दिल्ली, 3 मई, 2007

का.अ. 1553.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओएनजीसी.

लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/22/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2007 को प्राप्त हुआ था।

[सं. एल-30015/2/2004-आई.आर. (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O. 1553.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/22/2004) of the Central Government Industrial Tribunal/Labour Court, No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC Ltd., and their workman, which was received by the Central Government on 3-5-2007.

[No. L-30015/2/2004-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2
AT MUMBAI**

Present :

A. A. LAD, Presiding Officer

(Reference No. CGIT-2/22 of 2004)

Employers in relation to the Management of
M/s. Oil and Natural Gas Corporation Limited

The Manager,
Oil and Natural Gas Corporation Ltd.,
2/A, Vasudhara Bhavan,
Bandra (E),
Mumbai-400051.

AND

Their Workmen

Mr. James Kanak Gomes,
Sidhi Vinayak Society,
Matowali,
Balaji Villa, Ground Floor,
P.O. Uran, Distt. Raigad.

Appearances :

For the Employer : Mr. G. D. Takeja,
Advocate.

For the Workmen : Mr. Abhay Kulkarni,
Advocate.

Date of passing of Award : 23rd March, 2007

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-30015/2/2004/IR(M) dated 22-4-2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the industrial dispute raised by Shri James Kanak Gomes for reinstatement and regularization by the management of Oil & Natural Gas Commission w.e.f. 24-11-1997 is justified? If so, to what relief the workman is entitled?"

2. To support the subject-matter referred in the reference, Second Party filed Claim Statement at Ex. 8. When reference was placed for Written Statement, First party, by an application Ex. 9, points out that, Second Party is no more since expired and as such reference does not survive.

3. Opportunity was given to Second Party's advocate, Shri Abhay Kulkarni. However today he submits that he is unable to trace out heirs of Second Party and bring them on record and request Court to pass appropriate orders.

4. This situation led me to conclude that, reference does not survive. Hence the order:

ORDER

Reference is disposed of.

Dated: 23-3-2007.

A. A. LAD, Presiding Officer

नई दिल्ली, 3 मई, 2007

का.अ. 1554.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी- 2/29/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2007 को प्राप्त हुआ था।

[सं. एल-31011/21/2000-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O. 1554.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/29/2001) of the Central Government Industrial Tribunal/Labour Court, No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 3-5-2007.

[No. L-31011/21/2000-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2
MUMBAI**

Present:

A. A. LAD, Presiding Officer

(Reference No. CGIT-2/29 of 2001)

Employers in relation to the Management of
Mumbai Port Trust

The Chairman,
Mumbai Port Trust,
Port Bhavan,
Shoorji Vallabhdas Marg,
Mumbai-400038.

V/s.

Their Workmen

The Secretary,
Transport & Dock Workers' Union,
P.D' Melo Bhawan,
P.D' Mello Road, Carnac Bunder,
Mumbai-400038.

Appearances:

For the Employer: Mr. Umesh Nabar,
Advocate

For the Workmen: Mr. A. M. Koyande,
Advocate

Mumbai, dated 27th March, 2007

AWARD PART-II

The Government of India, Ministry of Labour by its Order No. L-31011/21/2000-IR(M) dated 9-2-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Mumbai Port Trust, Mumbai in terminating the service of Shri Babasaheb Rayappa Waghmare, Shore Worker by way of dismissal from service w.e.f. 18-12-98 is legal and justified? If not, what relief the workman is entitled to?"

2. Workman Waghmare was in the employment of management MbPT as 'A' Category Mazdoor. He was charge sheeted by letter dtd. 10-2-98 alleging that, on 14-2-94 when posted at New Sewree Warehouse in second shift, he found in possession of stolen Electronic spare-parts weighing 2 Kgs. approximately valued at Rs. 4000 belonging to Port Trust. He was also consequently chargesheeted by Sewree Police Station. It is averred according to management that the said act on the part of the workman amounts to misconduct under the Mumbai

Port Trust Employees (Conduct) Regulations, 1976. It is averred that, the Inquiry Officer by report dated 15-9-98 held him guilty for the theft of the property belonging to Bombay Port Trust and based on the report, he was dismissed from the service against which workman had preferred appeal but it was turned down by the order dated 13-4-99 and that review was also rejected on 4-8-99. It is pleaded that, the Metropolitan Magistrate, 13th Court, Dadar, Mumbai by the Judgement dt. 22-7-98 acquitted workman for the charge of theft as mentioned in the chargesheet. However ignoring that, inquiry was conducted and that he was held guilty on the charges levelled against him after four years and ten months and that this entire delay in taking action vitiates the inquiry. It is pleaded that, since the competent Court acquitted the workman, the inquiry should not have been commenced and if at all commenced, the inquiry officer should have held him not guilty and consequently the inquiry being unfair and the findings perverse, management be directed to reinstate him in service.

3. Management MbPT resisted the claim of workman by filing Written Statement (Exhibit-8) contending that, under the Service Regulations, workman is expected to perform his duties diligently, sincerely and honestly. He had stolen property, electronic spare parts belonging to Port Trust worth Rs. 4000, therefore, he was chargesheeted. It is pleaded considering the preponderance of probabilities, Inquiry Officer on the basis of documents and the evidence found the workman guilty and based on the report he was dismissed. It is contended findings of the Inquiry Officer were recorded on the basis of documents and therefore not biased. Workman was given sufficient opportunity and since the inquiry was fair and proper and findings not perverse does not vitiate. Consequently workman's claim be dismissed being devoid of substance.

4. By Rejoinder (Exhibit-9) workman reiterated the recitals in the Statement of Claim denying the averments in the Written Statement.

5. On the basis of pleadings issues were framed at Ex-10 and Part-I Award was passed on 10-02-2003 holding enquiry just and proper as well as observing findings not perverse.

6. Now issues on quantum of punishment remain which is framed as follows and are answered against it:

ISSUES

- Whether the action of the management of Mumbai Port Trust, Mumbai in terminating the services of Shri Babasaheb Rayappa Waghmare, Shore Worker by way of dismissal from service w.e.f. 18.12.98 is legal and justified?

FINDINGS

Yes.

- What relief the workman is entitled to?

As per order below.

REASONS

Issue No. 3

7. Second Party was chargesheeted alleging that, he found, loitering in suspicious manner in the open area near Chowki situated at Western Side of the warehouse and found possessing electronic spare parts weighing 2 Kgs. worth of Rs. 4000. After issuing chargesheet, enquiry was conducted. Even criminal case was filed with Police Station. In the enquiry he found guilty of the charges levelled against him. And order of his dismissal was issued treating said misconduct serious one. The case of Second Party workman is that, charge was a planted one, number of such cases are taking place in the area of First Party. Most of them are not detected and just to show that there is improvement in the security vis-a-vis in the vigilance, Second Party was targeted and was convicted. Infact he was acquitted by criminal court. That was not considered by the competent authority.

8. To support that, Second Party lead evidence by way of affidavit filed at Ex. 23 against which Management feel it not necessary to lead any evidence. Second Party was cross examined second time on the point of his earning capacity after termination.

9. This is the second round of litigation. In first round Inquiry Officer was held fair and proper vis-a-vis findings not perverse. Now stage is of considering quantum of punishment. Second Party was terminated as a result of punishment relying on the findings of the Inquiry Officer who held him guilty of charge of misconduct i.e. charge of stealing property of First Party.

10. As far as charge is read of carrying 2 Kgs. electronic spare parts worth Rs. 4000 which was valued in 1994 and found loitering in suspicious manner in the open area near the Chowki situated at Western Side of Warehouse is concerned, is a serious charge. Loitering suspiciously, near the warehouse definitely is a serious thing. Secondly, Second Party worked as a Mazdoor with First Party. Warehouse of First Party is situated at Sewree where he was apprehended by Security Sawant with the help of Shri Detha. In search, Second Party found possessing 2 Kgs. electronic spare parts and he was hiding it. On that chargesheet was served. Enquiry was conducted. Even criminal case was filed and in the enquiry, Inquiry Officer found guilty of the charges levelled against him. When charges are proved which are of serious nature and which directly connect with the property of the First Party, question arises what type of punishment attributed to such an offence? No doubt Second Party was acquitted from criminal case. The reason may be that, there may not be sufficient evidence to hold Second Party guilty of

theft. But here in the enquiry which is legally permitted observed Second Party guilty of the charges.

11. Copy of judgement of the criminal case is filed is produced by First Party with Ex-11. If we go through it, we find, Learned Magistrate noted the evidence given by Prakash N. Sawant the Security Guard who was present that time has stated that, Second Party found carrying chocolate coloured bag in his hand. He has stated that, when he stopped him for enquiry, Second Party was confused. He reported the matter to Superintendent to search the bag and called police. It is also brought on record before Magistrate that, articles were kept in the Godown of different owners. Before Magistrate said witness unable to point out from where said electronic items were removed by the Second Party and said witness has seen the property in the store house. Even other witness B.G. Deth though support Prakash Sawant about carrying articles by Second Party is disbelieved by the Magistrate observing he is the employee of the MBPT. The evidence led before Magistrate was discarded by him observing there was no panchnama and articles removed were not seen by any eye witness. So considering all that Learned Magistrate observed that, prosecution has not been able to discharge its obligations of proving guilt of accused beyond reasonable doubt and so acquitted. But in Departmental Enquiry, preponderance of probability plays much role than what is expected in Criminal Court. It is to be noted that, Second Party found possessing said articles. Charge of misconduct is levelled against him. It was proved against him. When that is serious type of charge, in my considered view punishment awarded of dismissal cannot be observed disproportionate to the charges proved against Second Party. Beside there is no legal bar to conduct inquiry though there is finding of Criminal Court.

12. Besides the ratio led by Apex Court while deciding case of Bharat Heavy Electricals V/s. M. Chandrashekar Reddy & Ors. published in 2005-1-LLJ SC page 865 bring some restrictions on the Court when punishment was awarded in domestic enquiry. Same view is expressed in ratio led in Apex Court published in 2000(7) SCC page 517 while deciding case of Janata Bazaar V/s. Secretary, Sahakari Naukarara Sangh and Ors. Even Second Party's Advocate place reliance on 2 - 3 judgements published in 1999(3) SCC page 679 where it is observed that, simultaneous Departmental Enquiry with Criminal proceeding when on same set of facts initiated where accused is acquitted by Criminal Court careful reading required to the findings of the disciplinary authority. However in that case, domestic enquiry was conducted Ex- parte whereas in our case it was real enquiry conducted with the participation of Second Party workman. Even inquiry conducted observed just and proper. Findings were also observed not perverse. Said is not Challenged and disturbed by the workman. The ratio of Capt. Paul Antony

V/s. Bharat Gold Mines Ltd. does not, help in any way to this workman. Another Citation referred by Second Party's advocate published in 2006 (1) CLR 262 led by Our Hon'ble High Court while deciding Board of Trustees of Port of Mumbai V/s. Chandrakant Holamb where it is observed that, when there was dean acquittal in the criminal case which was relied upon by the CGIT, does not require any interference. However in that case, workman involved was chargesheeted of committing joint theft of necklace and other things. Even they were apprehended by Security Guards and were found possessing one of the articles. Said Security Guards informed that fact to Police and criminal case was filed against that workman. In that case domestic enquiry was also initiated where enquiry found not just and proper and management was permitted to lead evidence in support of its action. Beside in that case criminal judgement was referred where Magistrate observed that, entire case of prosecution was unacceptable. Whereas in our case though there was evidence before magistrate he gave benefit of doubt observing witness are bound to depose in favour of Management since they are the employees of it. So in my considered view said ratio does not help the Second Party to attract the verdict to his case and faith.

13. Considering all these and coupled with seriousness of charges proved against Second Party, I conclude that punishment of dismissal awarded on Second Party does not invite any interference.

14. In view of discussion made above, I conclude that, reference does not sustain and require to be rejected. Hence the order :

ORDER

Reference is rejected.

Date: 07-03-2007

A. A. LAD, Presiding Officer

नई दिल्ली, 3 मई, 2007

का. आ. 1555.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान जिक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अजमेर के पंचाट (संदर्भ संख्या सीआईटीआर-10/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2007 को प्राप्त हुआ था।

[सं. एल-43012/2/1997-आई आर (एस)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S. O. 1555.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CITR-10/97) of the Central Government Industrial Tribunal-cum-Labour Court, Ajmer now as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of Hindustan Zinc Ltd. and their workman, which was received by the Central Government on 3-5-2007.

[No. L-43012/2/1997-IR(M)]

N. S. BORA, Desk Officer

अनुबन्ध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)

पीठासीन अधिकारी : श्री जी. एस. शेखावत, आरएचजेएस

प्रकरण संख्या-सीआईटीआर-10/97

[रेफरेंस नं. एल-430 12/2/97-आई आर (मिस.)

दिनांक 4-5-92]

बालराम पुत्र श्री हजारी उपाध्याय पोस्ट आगूचा जिला भीलवाड़ा

.....प्राथी

बनाथ

दी प्रोजेक्ट मैनेजर, हिंदुस्तान जिंक लिमिटेड, रामपुरा आगूचा
माइंस, आगूचा जिला भीलवाड़ा

.....अप्राथी

उपस्थित : श्री पी. डी. खन्ना, अधिवक्ता, प्राथी ।

श्री मनोज शर्मा, अधिवक्ता, अप्राथी ।

दिनांक 30-3-2007

अवार्ड

केंद्र सरकार द्वारा प्रेषित विवाद निम्न प्रकार है :

"Whether the action of the Project Manager, Hindustan Zinc Ltd. Rampura Aghucha Distt. Bhilwara in termination the service of Sh. Balu Ram S/o Shri Hazariupadhyaya is legal and justified? If not to what relief the workman is entitled to and from which date?"

प्राथी ने क्लेम के विवरण में अंकित किया है कि प्राथी को प्रतिपक्षी ने सर्वप्रथम दि. 13-3-80 को वर्कशॉप पर चौकीदार के पद पर नियोजित किया तब से लगातार दि. 1-1-82 तक प्राथी सेवार्थे देता रहा । प्रतिपक्षी ने दि. 1-1-82 को मौखिक रूप से सेवा से निकाल दिया । सेवा से निकालने से पूर्व धारा 25एफ औद्योगिक विवाद अधिनियम की पालना नहीं की । प्राथी को श्री आर. के. तिवारी ने मौखिक रूप से हटाया । प्राथी द्वारा विवाद उठाने पर सहायक श्रम आयुक्त केंद्रीय अजमेर में प्राथी और अप्राथी के मध्य एक राजीनामा पंजीकृत करवाया । राजीनामा अंग्रेजी भाषा में था जिसका ज्ञान प्राथी को नहीं था । प्राथी को समझौता अधिकारी ने मौखिक रूप से यह बताया कि प्रतिपक्षी नियोजक प्राथी को तारीख 1-8-82 से पुनः कार्य पर ले लेगा यदि कार्य पर नहीं लेगा तो पुराने सेवाकाल के आधार पर सारे लाभ देकर छंटनी कर सकेगा । उक्त समझौते के अनुसार प्रतिपक्षी ने प्राथी को कार्य पर नहीं लिया न ही छंटनी सुआवजा दिया । प्राथी के साथ कार्यरत श्रमिक श्री संपत माली तथा मंगनीराम को आज भी नियोजित कर रखा है । यह अनफेयर लेबर प्रैक्टिस है । प्राथी को हटाने के पश्चात् कई श्रमिकों को भर्ती किया गया हटाने से

पूर्व प्राथी को कोई सेवारोपण पत्र नहीं दिया गया । अंत में सेवामुक्ति के मौखिक आदेश को निरस्त कर गत घेतन मत्तो सहित पुनर्स्थापित करने की प्रार्थना की है ।

प्रतिपक्षी ने उत्तर में अंकित किया है कि प्रतिपक्षी कंपनी का मिनरल एक्सप्लोरेशन विभाग द्वारा रामपुरा आगूचा जिला भीलवाड़ा में अन्वेषण योजना की जो राशि कंपनी द्वारा स्वीकृत की गयी थी उसके अनुसार अन्वेषण का विशेष कार्य 36 माह की अवधि में पूरा करना था । इस कार्य हेतु (एक) उन श्रमिकों को ठेके पर रखा जिसकी जमीन पर ड्रिलिंग का कार्य किया गया था । दूसरे माध्यम से मशीन रॉ-मैटेरियल और अन्य इक्विपमेंट की रखवाली के लिए ठेके पर अन्य श्रमिक रखे थे जिनमें से बालराम भी एक था । अन्वेषण का कार्य 36 माह की अवधि से कुछ समय पूर्व ही समाप्त हो गया था अतः उक्त समस्त श्रमिक सरप्लस हो गये थे । प्राथी को पुनः ठेका देने की स्थिति नहीं थी । समझौता उभयपक्ष में करवाया गया था । अतः समझौते के होते हुए रेफरेंस प्रेषित करना अवैध है । प्राथी को चौकीदार के पद पर नियुक्त नहीं किया गया बल्कि सामान की देखभाल हेतु ठेके पर प्राथी को रखा गया था । प्राथी स्वयं ही ठेकेदार था । प्राथी के विरुद्ध तेल की चोरी करने का तथ्य प्रमाणित होने पर उसका ठेका तुरंत समाप्त कर दिया गया सहानुभूति का रुख अपनाने की भावना से दि. 28-7-82 को समझौता संपन्न करवाया था । जिसमें श्री आर. के. तिवारी ने दि. 1-8-82 को प्राथी को पुनः ठेके पर कार्य देना स्वीकार किया था किंतु उसके पश्चात् प्राथी नोटिफिकेशन और समझौते की शर्त सं. 1 के अनुसार ठेका प्राप्त करने आया ही नहीं । इस प्रकार प्राथी ने ठेका प्राप्त करने का प्रयत्न ही नहीं किया । अतः प्राथी को अन्य लाभ छंटनी मानते हुए देने का प्रश्न ही उत्पन्न नहीं हुआ । प्राथी ने कभी भी शिकायत नहीं की कि वह ठेके पर कार्य लेने गया और उसे नहीं दिया । छप्पन ऐसे श्रमिक थे जिनके कार्य टैक्नीकल प्रकृति के थे और प्रोजेक्ट में कार्य उपलब्ध था अतः यूनियन के दबाव के कारण उनको नियोजन में बनाये रखा पड़ा । अंत में क्लेम निरस्त करने की प्रार्थना की है ।

प्राथी ने अपने क्लेम की संपुष्टि में स्वयं का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है । प्रलेखीय साक्ष्य में प्रदर्श डब 1 से 8 प्रलेखों की प्रतियां प्रदर्शित करवाकर प्रस्तुत कीं । प्रतिपक्षी की ओर से प्रदीप कुमार पांडे का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया । प्रलेखीय साक्ष्य में प्रदर्श एम-1 से 26 प्रलेखों की प्रतियां प्रदर्शित करवाकर प्रस्तुत की ।

उभयपक्ष का श्रवण किया, पत्रावली का अवलोकन किया । प्राथी की ओर से निम्नांकित दृष्टांत पेश किये गये :-

1. 2007 एलआईसी (राज.) 35,
2. 2006 एफएलआर (एस.सी.) 753,
3. 2005 (3) आरएलआर 594,
4. 2005 एलआईसी 2806,
5. 2001 (1) आरएलआर 715,
6. 1999 एलएलआर 1220,
7. 2003 एलआईसी 583,

उक्त दृष्टांतों का ससम्मान अध्ययन किया । उभयपक्ष ने

उक्त दस्तावेजों का समझाना अध्ययन किया। उभयपक्ष ने अपने-अपने अधिवक्ताओं में अंकित कथनों की ही बहस में पुनरावृत्ति की है। प्रार्थी के विद्वान अधिभाषक का तर्क है कि प्रार्थी ने 13-3-80 से प्रतिपक्षी के अधीन वर्कशॉप में चौकीदार के पद पर बीस रु. प्रतिदिन की दर से 31-12-81 तक कार्य किया किंतु उसे मौखिक रूप से 1-1-82 को हटा दिया गया। उनका तर्क है कि प्रार्थी के विवाद उठाने पर 28-7-92 को सहायक श्रम आयुक्त द्वारा प्रदर्श डब. 7 समझौता करवाया गया जिस पर नौकरी पर पुनः लेने का तय हुआ किंतु प्रतिपक्षी ने नहीं लिया। उनका यह भी तर्क है कि संपत और भवानीराम को प्रदर्श डब 8 के द्वारा उसे हटाकर रख लिया। उनका तर्क है कि प्रार्थी ने 12-9-97 को हाजरी रजिस्टर आदि तलाब करवाने हेतु प्रार्थना पत्र प्रस्तुत किया जिस पर न्यायालय की दि. 13-11-2001 के आदेश के उपरान्त भी प्रतिपक्षी ने उक्त प्रलेख प्रस्तुत नहीं किये अतः प्रतिकूल निष्कर्ष निकाला जावे। उनका तर्क है कि प्रतिपक्षी द्वारा ओवरटाइम का रजिस्टर प्रस्तुत किया जिसके अनुसार 1-1-81 से 31-11-81 तक ओवरटाइम के 470 रु. प्रार्थी को मिले इस प्रकार उनका तर्क है कि प्रार्थी ने ओवरटाइम भी किया था। उनका तर्क है कि तेल की चोरी के संबंध में प्रतिपक्षी ने न कोई प्रलेख प्रस्तुत किये न प्राथमिकी पंजीकृत करवायी और न ही कोई जांच की। उनका यह भी तर्क है कि ड्रिलिंग मशीन टेकेदार के अधीन नहीं होती। उनका यह भी तर्क है कि प्रतिपक्षी के अनुसार कोई लिखित में ठेका नहीं था जबकि ठेका मौखिक नहीं होता। उनका यह भी तर्क है कि प्रदर्श एम-3 के अनुसार चौकीदार का ठेका प्रार्थी को दिया गया जबकि उसी अवधि का प्रदर्श एम-9 के अनुसार पन्नालाल को ठेका दिया गया। इस प्रकार उनका तर्क है कि एक ही कार्य का दो व्यक्तियों को ठेका कैसे दिया जा सकता है। उनका यह भी तर्क है कि समझौता भविष्य के लिए किया गया है न कि पुरानी सर्विस का। अंत में उनका तर्क है कि ओवरएज होने का नियम औद्योगिक विवाद के संबंध में लागू नहीं होता।

इसके विपरीत प्रतिपक्षी के विद्वान अधिभाषक का तर्क है कि प्रार्थी ने प्रोजेक्ट के अन्वेषण के दौरान निश्चित अवधि के लिए ठेके पर कार्य किया है। प्रार्थी की कोई सेवा नहीं थी। उनका तर्क है कि समझौता अधिकारी ने 28-7-82 को जो समझौता करवाया वह आज भी लागू बाध्यकारी है जिसमें यह अंकित है कि प्रार्थी को सविदा के आधार पर पुनः नियुक्त किया जायेगा किंतु प्रार्थी ठेका लेने नहीं आया। इस प्रकार उनका तर्क है कि केंद्र सरकार द्वारा प्रेषित यह विवाद निरर्थक है। उनका यह भी तर्क है कि प्रार्थी ने अपने शपथ पत्र में पचपन साल का होना अंकित किया है और इस प्रकार वह 58 साल से अधिक का हो गया और इस प्रकार ओवरएज हो गया। उनका यह भी तर्क है कि प्रदर्श एम-3 के अनुसार प्रार्थी ने ठेके पर प्रार्थी द्वारा दर्शायी कथित सेवामुक्ति के पश्चात् ठेके पर कार्य किया है। अतः सेवामुक्ति नहीं मानी जायेगी। अंत में उनका तर्क है कि प्रार्थी द्वारा माननीय उच्च न्यायालय में प्रस्तुत रिट याचिका निरस्त हो चुकी है।

मैंने उभयपक्ष के तर्कों पर विचार कर लिया है। प्रस्तुत प्रकरण में मुख्य रूप से विवाद इस बिंदु पर है कि प्रार्थी ने प्रतिपक्षी के अधीन 13-3-80 से 31-12-81 तक चौकीदार के रूप में नियोजित

रहकर सेवा की अथवा ठेके पर कार्य किया। जहां तक न्यायालय के 13-11-2001 के आदेश का संबंध है, प्रतिपक्षी के अनुसार उपस्थिति पंजिका का पोषण नहीं किया जाता है और सन् 1982 का यह रिकार्ड उसके पास उपलब्ध नहीं है। उक्त परिस्थितियों में जिनमें मत में प्रतिकूल निष्कर्ष निकाले जाने का कोई औचित्य नहीं है। जहां तक ओवरटाइम रजिस्टर का प्रश्न है, प्रार्थी को ग्यारह माह की अवधि में 470/- रु. का ओवरटाइम दिया गया है। ओवरटाइम ठेके पर नियुक्त श्रमिक को भी दिया जा सकता है। प्रतिपक्षी द्वारा प्रस्तुत प्रदर्श एम-1 के अनुसार प्रतिपक्षी के पास एक निश्चित अवधि के लिए एक्सप्लोरेशन का कार्य था। प्रदर्श एम-3 पर ए से बी हस्ताक्षर प्रार्थी ने अपने होना स्वीकार किया है जो प्रार्थी के सी से डी हस्ताक्षर से मिलान खाते हैं। उक्त प्रार्थना पत्र में प्रार्थी ने 1-6-82 से 4-6-82 तक चौकीदारी का ठेका लेना और उसका चालीस रुपये भुगतान करवाये जाने हेतु प्रार्थना पत्र दिया है। कोई व्यक्ति खाली पेपर पर हस्ताक्षर करे यह विश्वसनीय नहीं लगता। प्रदर्श एम-4 उक्त भुगतान का वाउचर है। प्रदर्श एम-5 से 24 तक अन्य व्यक्तियों के प्रार्थना पत्र और वाउचर्स हैं जिनसे उनको भुगतान किया गया। उक्त प्रलेखों से स्पष्ट है कि भिन्न-भिन्न व्यक्तियों को चौकीदार का कार्य ठेके पर दिया जाता था और उसका भुगतान किया जाता था। समझौता अधिकारी के समक्ष जो सेटलमेंट प्रदर्श डब. 7 हुआ उसके अनुसार प्रार्थी को 1-8-82 से सविदा के आधार पर प्रबंधन द्वारा जारी नोटिफिकेशन के अनुसार चौकीदार हेतु नियोजित करना था। उक्त शर्त की पालना हेतु उक्त नोटिफिकेशन के अनुसार प्रार्थी ने कोई प्रयास किया हो, ऐसा प्रार्थी सिद्ध नहीं कर सका है। इस समझौते में भी प्रार्थी को सविदा के आधार पर ही लिया जाना था अतः इस समझौते से यह निष्कर्ष नहीं निकाला जा सकता कि प्रार्थी के पूर्व की सविदा से अन्यथा, सेवा मान ली गयी है। प्रार्थी ने प्रतिपक्षी में स्वीकार किया है कि समझौते के बाद उसने प्रबंधन को कोई चिट्ठी या शिकायत नहीं की। उक्त आधारों पर मैं इस निष्कर्ष पर पहुंचता हूँ कि प्रार्थी ने उक्त अवधि में प्रतिपक्षी के अधीन जो कुछ कार्य किया है, वह ठेके पर किया था। अतः प्रार्थी और प्रतिपक्षी के मध्य नियोजित और नियोजक का संबंध नहीं है। प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

आदेश

फलतः प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि प्रोजेक्ट मैनेजर, हिंदुस्तान जिक लिमिटेड, रामपुरा, आगूचा, जिला भीलवाड़ा द्वारा श्री बालूराम पुत्र श्री हजारी उपाध्याय की सेवा समाप्त करना उचित एवं वैध है। प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

जी. एस. शेखावत, न्यायाधीश

नई दिल्ली, 3 मई, 2007

क्र.अ. 1556.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/

अम न्यायालय, बेंगलूर को पंचाट (संदर्भ संख्या 50/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/101/2003-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O. 1556.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 50/2003) of the Central Government Industrial Tribunal-cum-Labour Court Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 01-05-2007.

[No. L-12012/101/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated : 11th April, 2007

PRESENT

Shri S.A. SIDDIQUE, Presiding Officer

C. R. No. 50/2003

I PARTY

Shri Shivappa Naik,

S/o Late Shri Lingappa Naik,

Shrutika Kochi,

Post Purna,

Bantwal Taluk,

Karnataka State

II PARTY

The Asstt. General Manager,

Syndicate Bank,

Zonal Office,

Syndicate Towers,

Udupi

Karnataka State

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/101/2003-IR (B-II) dated 14th August, 2003 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Syndicate Bank, Head Office, Manipal in dismissing the services of Shri Shivappa Naik vide order dated 18-12-2001 is legal and justified? If not, to what relief the workman is entitled?"

2. A charge sheet dated 19-7-2001 came to be issued to the first party in the following terms:

Charge Sheet

It is reported against you as under :

That you were working as Clerk at Ajjinadka branch during the period between 4-7-1994 and 28-4-2001 and thereafter at Uppinangadi branch and you were placed under suspension by the Competent Authority vide order No.3/Suspn(W)ZOU/IRC/2001 dated May 12, 2001 pending enquiry into certain serious allegations appearing against you in the matter of misappropriation of funds/brand/falsification of records. While functioning at Ajjinadka branch the following circumstances appear against you.

That you made among others certain credit entries in the pass books issued to SB depositors, the details of which are as follows :

S. No.	SB A/c No.	Name of the depositor	Date of crediting	Amount (Rs.)
1.	1098	Shri P. Srinivasa	6-10-2000	2000
2.	1226	Smt. Seetha	14-9-1998	800
3.	1676	Shri Babu Naik	3-8-1999	3500
4.	2868	Shri Rama Naik	4-9-1999	1000
5.	4023	Smt. Pushpa	18-5-1998	1500
6.	4630	Shri Abdul Hamed	13-10-1998	550
		-do-	11-2-1998	1000
		-do-	6-5-1999	1000
7.	5247	Shri Ananda Naik	29-12-2000	7500
8.	5310	Shri Balakrishna Naik	26-12-2000	2000
9.	5326	Shri Dinesh	7-11-1200	800
10.	5388	Shri M. Narayana Naik	6-11-2000	3500

That as per branch records no credits were received in the above accounts on the said dates indicating that all the above credit entries made by you are fictitious.

That you caused crediting of Rs. 2000 received from Shri Balakrishna Naik to the SB Account of another Balakrishna Naik by altering the SB Account Number in the credit voucher from 5310 to 5320.

That Shri Manku Mera, Clerk made a debit entry of Rs. 1000 dated 28-2-2000 in the pass book of SB account No. 1226 of Smt. Seetha. As per branch records no amount was withdrawn from the account on the said date indicating that the debit entry is fictitious. He also made a debit entry of Rs. 300 dated 24-3-2000 in the said pass book whereas as per branch records amount withdrawn from the account on the said date was only Rs. 100. He made a debit entry of Rs. 2800 dated 14-9-1998 in the pass book of SB account No. 4023 of Smt. Pushpa. As per branch records only Rs. 1400 was withdrawn from the above said account on the said date.

That Shri Manku Mera, Clerk made credit entries of Rs. 500 dated 9-4-1999 and Rs.5500 dated 19-5-2000 in the pass book of SB account No.3692 of Shri Narayana Naik. You made credit entries of Rs. 2500 dated 9-1-1999 and Rs.5000 dated 16-10-2000 in the same pass book. Debit entries' aggregating to Rs. 7600 were made in the pass book between 17-5-1999 and 13-1-2000 by yourself, Shri Manku Mera and Shri Ibrahim. As per branch records no amounts were deposited/withdrawn from the above account on the said dates indicating that all the above credit and debit entries are fictitious.

That a housing loan of Rs.235000 was sanctioned and released to Smt. C. Chandrakala Naik, your spouse vide OSL/HL7/2000 dated 10-1-2000. From the loan proceeds you made the following adjustments.

1. Rs. 7000 to SDD 5/99 of Shri Aboobakar
2. Rs. 10500 to SDD 5/99 of Shri Aboobakar
3. Rs.2000 to SB 1348 of Shivappa
4. Rs.12000 to FL 271/98 of Shri N. Rama Naik
5. Rs.20000 to SDD 11/98 of Shri Sadananda Rai
6. Rs. 2500 to OSL 64/98 of Shri Chandrashekar
7. Rs. 2020 to DL/GEN 43/98 of Shri Leo Monterio
8. Rs. 1400/- to SB 11 of Nallappa Shetty.

That a consumer durable loan of Rs.31,000 was sanctioned and released to Smt. Chandrakala Naik, your spouse, vide DL/GEN 10/2000 dated 17-6-2000. From the loan proceeds you made the following adjustments:

1. Rs. 3350/- to SOD 54/99 of Shri Aboobakar
2. Rs. 1000/- to OSL/GEN 52/2000 of Shri M. Shivarama
3. Rs.5000/- to OSL/CGC 29/2000 of Shri Lokanatha Popjary

That the depositors have lodged complaints with the branch alleging that the amounts deposited by them towards their accounts have not been accounted for in the books of branch. The branch has settled their claims by debiting the amount to claim paid account.

The above circumstances indicate that you by abusing your official position and in collusion with Shri Manku Mera, Clerk and Shri Ibrahim, Attender, accepted cash from the customers of the bank for depositing into their SB/Loan accounts and misappropriated the amounts for yourself without accounting for the same in the books of the branch. To conceal your misappropriation, you made fictitious credit entries in the pass books issued to the depositors, accounted for the amounts to a few depositors when they approached the branch for withdrawal by making fictitious/falsified debit entries in the respective pass books. In the process you tarnished the fair image of the bank.

That your above acts constitute gross misconduct within the meaning of Clause No.19.5 of the Bipartite Settlement.

You are therefore, charged for the commission of gross misconduct of doing acts prejudicial to the interest of the bank vide Clause 19.5(j) of the Bipartite Settlement. A list of documents/witnesses relied upon is enclosed.

You are advised to submit your written statement of defence, if any, within 15 days from the date of receipt of this charge sheet failing which the matter will be proceeded further.

You shall continue to be under suspension vide Clause 19.12(b) of the Bipartite Settlement."

3. The first party gave his reply (Ex.M5) to the charge sheet denying the charges of misconduct levelled against him and the management not being satisfied with the reply given by the first party, ordered DE against him attended and participated by him taking the assistance of DR (Secretary, SBEU) and it is on the conclusion of the enquiry, the enquiry officer submitted his findings holding the workman guilty of the charges found mentioned in Para 1 of the charge sheet. The first party once again submitted his explanation as against the findings of the enquiry and after having been heard by the Disciplinary Authority, finally, was imposed with the punishment of dismissal by way of impugned punishment order dated 18-12-2001. The first party raised the dispute before the conciliation officer resulting in to the present reference.

4. The first party by way of his claim statement urged that he having joined the services of the management on 4-2-1985, has rendered his sincere services with the various branches of the management bank without any blemishes, whatsoever and to the best satisfaction of his official superiors. He contended that despite his explanation furnished to the charge sheet giving out the true facts, the management ordered DE against him and that was conducted against the principles of natural justice and the provisions of Bipartite Settlement without extending him fair and reasonable opportunity to put forth his defence. Thereupon, enquiry report dated 22-10-2001 was submitted not based on any evidence and it suffered from perversity. However, the management on the basis of the enquiry findings, proposed the punishment of dismissal and to that he submitted his reply but was not considered by the Disciplinary Authority and proposed punishment of dismissal was confirmed against him. He preferred an appeal against the dismissal order and that was again dismissed without proper application of the mind and proper appreciation of the evidence brought on record. Therefore, the first party requested this tribunal to pass an award reinstating him in service with back wages, continuity of service and all other consequential benefits.

5. The management however, by way of Counter Statement challenged the various contentions taken by

the first party and asserted that the first party committed serious misconduct of misappropriation of funds/fraud/falsification of records while he was working as a Clerk at Ajjinadka branch. Therefore, he was charge sheeted and his explanation not being found satisfactory to the management, enquiry was ordered against him and thereupon on the basis of the enquiry findings he was dismissed from service. The management contended that the above said charge of misconduct has been proved against the first party conducting the DE, giving him fair and reasonable opportunity to defend himself with the help of DR and he infact attended and participated in the enquiry proceedings taking the help of DR (the then Secretary, SBEU). Therefore, the management contended that the enquiry proceedings were conducted in accordance with principles of natural justice, findings of the enquiry were based on sufficient, legal oral and documentary evidence and that order dismissing the first party from his services was quite proportionate keeping in view the gravity of the misconduct committed by him. The management therefore, requested this tribunal to reject the reference.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 24-9-2004 framed the following preliminary issue.

"Whether the DE conducted against the first party by the second party is fair and proper?"

7. On 23-3-2006, when, the matter was posted for evidence of the management on the above said issue, learned counsel for the first party filed a memo conceding the fairness of the enquiry and therefore, accordingly order was passed holding that enquiry held against the first party as fair and proper. Then, the matter came to be posted for arguments on merits. On 10-7-2006, application was moved by the first party to give evidence on the point of victimization and that being allowed, on 9-8-2006, he was examined and document at Ex.M5, namely, the reply given by him to the charge sheet was marked by consent. Thereupon, the learned counsel for the first party filed his written arguments and after having heard the learned counsel for the management, the case is posted this day for award.

8. Learned, counsel for the management, vehemently, argued that the charges of misconduct levelled against the first party in the first part of the charge sheet that he made false credit and debit entries in the pass book of several bank customers but failed to account the funds received by him with the accounts of the bank have not only been proved by voluminous documentary evidence supported by oral testimony of the two management witnesses but also those charges have been very much admitted by the first party vide his reply to the charge sheet at Ex.M5. He submitted that in the reply to the charge sheet the first party has only explained the facts with regard to the entries made in the pass book by him stating that he made those

entries in the pass books in good faith and relying upon the other clerk of the bank by name Shri Manku Mera and the Attender of the bank namely Shri Ibrahim. Therefore, learned counsel submitted that the explanation given by the first party that he made such of the entries in the pass books without actually receiving the amount in good faith at the instance of the said two bank officials cannot be absolve him of his liability and accountability to the bank when infact the bank did not receive the amount or the funds deposited by the various customers as per the pass books issued to them. Therefore, learned counsel submitted that credit entries in the pass book depicting the various amounts deposited by the customers was in fact misappropriated by the first party with the collusion of the said Manku Mera and Ibrahim and that charge has been very much proved during the course of enquiry. He therefore, submitted that the findings of the enquiry officer cannot be faulted with and so also the punishment of dismissal passed against the first party cannot be said to be illegal or unjust keeping in view the gravity of the misconduct.

9. Whereas, learned counsel for the first party submitted his written arguments, mainly, stressed upon the point that the various complaints said to have been received by the management bank to suggest that customers have paid the amount into the hands of the first party or into the hands of said Ibrahim or Manku Ram are not the complaints to be acted upon as the enquiry officer himself in his findings has noted the fact of interpolations, fabrications, alterations and insertions made in some of the complaints namely, the Ex.MEx-3, 20, 49 and Ex. 73. He submitted that in these complaints the name of the first party has been inserted subsequently to suggest that the amount was paid into his hands and that he made entries in the pass books by receiving the amount from the customers. Learned counsel further submitted that as per the complaint at Ex. M8, 24, 41 and Ex.M 101, it is very much clear that those customers made complaints only against the said Ibrahim and Manku Mera and not against the first party. Therefore, the enquiry officer must not have relied upon the aforesaid complaints in coming to the conclusion that the first party received the amount and made false entries in the pass books. He further contended that no action has been taken against the aforesaid two officials but the first party only has been singled out and has been punished with a severe punishment of dismissal. He contended that as per the document at Ex.DEX-1 and the oral testimony of the three witnesses at DW 1, 2 and DW3 it has been brought on record by the first party that they have made the payments into the hands of said Ibrahim and it is some times, Ibrahim made entries in the pass books and some times it is the said Manku Ram and the First party have made the entries in the pass books. Therefore, learned counsel submitted that mainly because the first party made certain entries in the pass books either credit or debit

without any corresponding entry in the bank ledgers having, reposed faith in his colleagues, he cannot be held liable for the charge of misconduct levelled against him. With regard to the punishment of dismissal the learned counsel submitted that even otherwise out of the three charges levelled against the first party only the first charge with regard to the credit and debit entries made in the pass books has been dealt with and taken proved by the enquiry officer and he gave no findings with regard to the other two charges and therefore, punishment of dismissal was highly and shockingly disproportionate to the gravity of the above said first charge and in the result, the first party deserves lenient view under Section 11A of the ID Act.

10. After having gone through the records, more particularly, the findings of the enquiry officer and the oral and documentary evidence brought on record during the course of enquiry, not loosing sight of the reply given by the first party at Ex.M5 to the charge sheet, I find no substance in the arguments advanced for the first party to say that the charge of misconduct levelled against him at Part-1 of the charge sheet has not been proved. First of all, I would like to bring on record the relevant paras of the reply given by the first party to the charge sheet at Ex. M5, which runs as under:

" I wish to humbly submit that all the entries appearing in the pass books of these customers as referred to in the charge sheet were made on the advice of Shri Ibrahim, sub staff of the branch. He being a local person, he used to entertain a set of customers as a matter of rendering quick service. He was always available in the branch one hour before the office hours. He used to show me the pay in slips before the entries are made in the pass book. Since the customers used to deal with him, on the strength of the pay in slips, I used to make the entries believing that he would deposit the moneys when the cashier reports for duty. At times, Shri Manku Mera also used to bring the pass books for entry showing certain debit vouchers, which I had reflected in the pass book.

Whatever, I had done is in good faith believing my own colleagues. I could not imagine now the deceitful tactics employed by them. On certain occasions, I have seen the customers in person in the company of Shri Ibrahim while making entries in the pass books. Apart from that, I have not caused any hardship to the branch. It is also on record that Shri Ibrahim has accepted having compelled me to make pass book entries. I feel that I did a mistake in placing faith on my co-workers who have played this trick on me."

11. Therefore, as could be read from the aforesaid passage from the reply to the charge sheet, the first party in no unequivocal terms has admitted one important fact and it is the fact that he made entries in the pass books but

with a rider that he made those entries in the pass books on the advice of Shri Ibrahim, sub staff of the branch. It is his case that the customers visiting the bank in the early hours of the day were making the payments into the hands of Ibrahim who only was available in the office of the bank and it is having good faith in him and on his advice he made entries in the pass books. He also made entries in the pass books being brought by said Manku Ram showing certain debit vouchers as reflected in the pass books.

12. The fact that not being satisfied with the above said reply given by the first party, the management thought it proper to conduct a detailed DE as noted above, resulted into the findings of the enquiry officer holding the first party guilty of the charges based on oral and documentary evidence is not disputed and cannot be disputed. From the perusal of the enquiry report it can be very well seen that the Enquiry Officer has dealt with threadbare the oral testimony of two management witnesses namely, MW1 and MW2 and the voluminous documentary evidence marked at Ex. MEX- 1 to 123. These documents include the various pass books belonging to the customers having the credit and some of the debit entries made under the handwriting of the first party undisputedly. The other documents are the bank Account Books, Ledgers etc. just to show that there have been no corresponding entries in the bank accounts with respect to the credit entries or the debit entries made in the pass books of the customers who made complaints with the bank. The complaints of the various customers made with the bank are at Ex. MEX-3, 8, 20, 24, 41, 49, 73 and MEX-101. The learned Enquiry Officer after having discussed at length the aforesaid documentary evidence coupled with the oral testimony of MW1, the Investigation Officer and MW2, the then Senior Manager has given his valid and cogent reasonings in coming to the conclusion that the first party with the collusion of said Ibrahim and Manku Mera misappropriated the funds belonging to the customers regarding which credit entries have been made in their respective pass books. The learned Enquiry Officer also has taken into consideration the oral testimony of DW1 to 3 and the defence document at Ex. D1 and has assigned valid reasonings as to why they were not worth reliable keeping in view the cogent and satisfactory evidence produced by the management in the statements of MW1 and 2 and the aforesaid documents at Ex. MEX-1 to 123. While answering, the defence contention that the first party infact did not receive the amount towards the credit entries he made in the pass books and therefore, he did not commit any misappropriation of the funds belonging to the customers and taking into account the oral evidence produced by the management during the course of enquiry, learned Enquiry Officer on page 22 of the enquiry findings observed as under :

"In all these transactions, the role played by the CSE by abusing his official position causing prejudice/

detriments to the bank etc. are obvious and in tandem with others viz. Shri Ibrahim and Shri Manku Mera as well as individual. The defence evidence to counter in three cases to the effect that the complainants have not named CSE specifically as to recipient of money etc. is too weak to reckon in diminishing the otherwise formidable evidence of the management comprising of elaborate oral evidence of MW1 and MW2 besides the connected documentary evidences. Moreover, other than denying the charge in the beginning of the enquiry, no clear perspective of the defence has been brought out in the enquiry to counter in any of the specific instances/cases against the CSE evidenced during the course of enquiry, nor CSE himself tendered any evidence on his behalf to substantiate/support his denial, thereby reducing rebuttal/denial to almost nil. His plea of good faith believing his colleagues etc. in reply to the charge sheet also have not at all been brought out effectively in these transactions which have been testified before the enquiry."

13. Therefore, having gone through the enquiry findings in detail supported by oral and documentary evidence referred to supra and the reasonings given by the enquiry officer, by no stretch of imagination it can be said that the first part of the charge sheet has not been proved by sufficient and legal evidence and that the findings suffered from perversity. As noted above, the learned counsel for the first party mainly focused on the point that some of the complaints referred to supra were not at all made against the first party and that his name has been inserted in those complaints subsequently and therefore, evidence by way of complaints before the enquiry officer was not worth reliable. First of all except the aforesaid four complaints namely, MEX-3, 20, 49 and MEX-73 the other complaints marked during the course of enquiry certainly were showing the name of the first party. Therefore, even assuming for a moment that the aforesaid four complaints did not bear the name of the first party, it is not a circumstance mitigating in his favour as long as he did not dispute the fact of credit entries having been made by him in the aforesaid pass books belonging to the customers who had given those complaints. Even for the sake of the arguments if we keep aside whole of the bunch of complaints marked during the course of enquiry giving rise to the charge sheet against the first party, I am afraid the first party cannot escape from his liability and accountability for having made the entries in the pass books showing the credit of several amounts deposited by the customers without any corresponding entries in the accounts of the bank including the ledgers. The fact that the bank accounts do not reflect such corresponding entries viz-a-viz the pass book entries, the first party cannot be allowed to contend that some of the complainants were not against him or that he was not made those entries as noted

above. The first party at the earliest point of time i.e. while giving his reply to the charge sheet itself, has not disputed the fact of making credit and debit entries in the pass books of the amounts shown therein and it is not his case that those amounts were taken into the accounts of the bank. It was rightly observed by the Enquiry Officer that the defence taken by the first party that he made those entries in good faith believing his colleagues was neither plausible nor acceptable even if, it is assumed for a moment that the first party actually did not receive the amount for which entries are made in the pass books, he cannot escape from the liability or accountability for having made those entries without there being corresponding entries in the bank accounts. It is for the first party to show as to where the actual amount went. He was not supposed to make such entries without actually ascertaining the fact of the amount being deposited with the bank rather received by the Cashier of the bank with the necessary entries in the accounts of the bank. Therefore, there is no hesitation in the mind of this tribunal in coming to the conclusion that findings of the enquiry officer suffered from no perversity as far as Part-1 of the charge sheet is concerned.

14. With regard to the 2nd and 3rd Part of the charge sheet about the Housing Loan of Rs. 2,35,000 sanctioned and released to his wife, Smt. Chandrakala Naik and the consumer durable loan of Rs. 31,000 once again sanctioned and released to the said lady, there was absolutely no discussion or finding given by the enquiry officer and therefore, it is to be held that allegations made in the 2nd and 3rd part of the charge sheet have remained to be proved.

15. Now, coming to the quantum of punishment. It is not in dispute that the first party has rendered unblemished service of more than 20 years and that he did not involve himself of any misconduct of moral turpitude till he was served with the present charge sheet and having regard to the fact that the allegations made against him in second and third part of the charge sheet have not been proved and also keeping in view the nature of the misconduct committed by him, it appears to me that ends of justice will be met if he is dealt with lesser punishment of compulsory retirement from service as against the punishment of dismissal passed against him. Hence the following Award :

AWARD

The punishment of dismissal passed against the first party is hereby modified by the punishment of his compulsory retirement from services. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 11th April 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 3 मई, 2007

क्र. आ.1577.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सम न्यायालय बंगलोर के पंचाट (संदर्भ संख्या 6/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/149/2000-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S. O. 1557 — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Vijaya Bank and their workman, received by the Central Government on 1-5-2007.

[No. L-12012/149/2000-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BANGALORE**

Dated : 10th April 2007

PRESENT

Shri A. R. Siddiqui,
Presiding Officer

C.R. No. 6/2001

IPARTY

Shri B. K. Chandra,
40/3, 4th Cross,
Jyothi Rao Street,
Vidya Nagar,
Shimoga (PO)
SHIMOGA

II PARTY

The Regional Manager,
Vijaya Bank Head Office,
M.G. Road,
Trinity Circle,
BANGALORE.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/149/2000-IR (B-II) dated 29th January, 2001 for adjudication on the following schedule :

SCHEDULE

"Whether M/s. Vijaya Bank is justified in terminating the services of Shri B.K. Chandra, Clerk? If not, what relief the workman is entitled to?"

2. The first party workman by way of his Claim Statement, contended that he was appointed as a Clerk on 1-10-1975 rendering meritorious services for a period of more than 25 years; that he was charge sheeted for misusing

the credit card facility extended to him and he failed to honour the bills arising on account of Credit Card transactions, resulting in the credit card transactions to the extent of Rs. 283000 thereby violating the instructions contained in the head office circulars No. 141/93, 83/96 and codified circular of 115/99 and thereby his act of using the credit card indiscriminately in violation of the instructions given in the said circulars, amounts to an act of prejudice to the interest of the bank constituting gross misconduct under sub-clause (j) of Clause 19.5 of Chapter XIX of the Bipartite Settlement. The first party gave his reply admitting the guilt that he has overdrawn the credit amount facility granted by the bank but has not misused the credit Card facility and that he will arrange for the funds to clear all the overdrawn amount seeking some time to do so. However, the management not being satisfied with the reply given by him, ordered a DE and on the conclusion of the enquiry, findings were submitted by the enquiry officer holding him guilty of the charges and thereupon he was dismissed from service. His appeal against the dismissal order also came to be rejected. Then he approached the conciliation officer and the conciliation proceedings having been failed, the present reference has been made to this tribunal by the Govt. of India. He challenged the enquiry proceedings on the ground that they were conducted in disregard to the Bipartite agreement Clause 19.9 and the enquiry findings were perverse for the reason that the alleged act of the first party in using or misusing the credit card facility did not come under the purview of the misconduct as per the terms of the Bipartite Settlement.

3. The management by its counter statement however, contended that the proceedings of enquiry held against the first party were in accordance with principles of natural justice, the enquiry findings were based upon sufficient and legal oral and documentary evidence much less the very admissions of the first party made in his reply given to the charge sheet referred to supra. The management further contended that keeping in view the gravity of the misconduct committed by the first party, the punishment of dismissal was very much proportionate and in commensurate and therefore, was perfectly legal and justified.

4. Having regard to the respective contentions of the parties about the validity, fairness and otherwise of the enquiry proceedings, this tribunal on 22-4-2004 framed the following preliminary issue :—

"Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper?"

5. During the course of trial of the said issue the management examined the enquiry officer as MW1 and got marked the documents at Ex. M1 to M14. As a rebuttal, the first party also filed his affidavit evidence and after having heard the learned counsels for the respective parties, this tribunal by order dated 5-12-2006 answered the above said issue in favour of the management holding that the DE conducted against the first party by the Second party is fair and proper. Thereupon, the matter came to be posted

to hear the arguments on merits. On 4-1-2007, 1-2-2007 & 26-2-2007 when the matter was taken up to hear the arguments on merits, neither the first party nor his counsel appeared before this tribunal and after having heard the learned counsel for the management, the case is posted this day for award.

6. Learned counsel for the management submitted that there was sufficient and legal evidence in the statements of management witnesses, MW1 & MW2 and the documents at Ex. M1 to M17 to substantiate the charges of misconduct levelled against the first party and that the findings of the enquiry officer has been very much supported by the said evidence much less by valid and cogent reasoning. He submitted that the first party in fact has admitted the charges of misconduct levelled against him but with a rider that he did not misuse the credit card facility and that even if there was any violation of the instructions contained in the above said circulars in using the credit card, there was no misconduct as such committed by him in terms of the Bipartite Settlement, which do not anywhere provide that violation of the circular instructions about the alleged misuse of credit card amounts to misconduct. As noted above, the learned counsel for the first party was not available when the matter was taken up for arguments on merits.

7. After having gone through the records, more particularly, the oral and documentary evidence brought on record during the course of enquiry, findings of the enquiry officer and the very reply given by the first party to the charge sheet, his explanation submitted to the Disciplinary Authority while giving his comments over the findings of the enquiry officer marked before this tribunal at Ex. M11, there cannot be any hesitation in the mind of this tribunal to arrive at the conclusion that findings of the enquiry officer do not suffer from any perversity. In order to appreciate the defence taken by the first party and the case made out by the management before the Enquiry Officer, it appears to me worthwhile to bring on record the very observations and reasonings given by the enquiry officer under the heading "Assessment by the EO" found on pages 5 to 7 of the enquiry report running as under :—

Assessment by the Enquiry Officer.

There is no denial of the alleged credit card operations done by the CSE and the resultant debit balance in his SB account arising out of his credit card bills debited to the said account which were not cleared off by him but the defence have attempted to justify the same. The main pleas of the DR in his regard centered on two points i.e. firstly in the head office circulars the words 'misuse or discriminately use' do not find a place and hence the allegation of misuses/indiscriminate use of credit card by the CSE given to him by the bank is untenable and secondly since the respective merchant establishments did not obtain prior authorisation from the bank, the branch should not have paid the bills pertaining to the credit card transactions of the CSE presented to it and instead it

should have been rejected. Therefore, the charge against CSE is not sustainable. I would like to ponder over the above aspects in the following paragraphs. It is true that the words misuse/indiscriminate use are not mentioned in the HO circulars referred in the charge sheet. But a circular cannot be exhaustive in its coverage and contents in all respects and it is not unusual that all minute things are not incorporated therein and certain conditions are impliedly hidden in the circular. Hence a view has to be drawn from overall situation to a given case. Duty/responsibility inherently cast on a credit card holder more so a staff member to use the credit card given to him by the bank sparingly and judiciously in consonance with the conditions prescribed by the bank in the matter of use of the credit card. When the maximum credit limit prescribed for CSE's credit card was Rs. 3000 only, it was his responsibility to ensure that the transactions done by him through his credit card given by the bank were strictly in conformity with the prescribed guidelines of the bank. Since the CSE had flouted the laid down rules of business of credit card by exceeding the maximum credit limit of Rs. 3000 fixed for his card such action of him certainly construes misuse or indiscriminate use of the credit card by him. Bank expects all its employees to exhibit proper conduct and strict adherence to the prescribed rules and regulations of the bank, in all their deeds, transactions and affairs. Barring one occasion as on 5-3-1997, in all other four cases the bill amount aggregated ranging from Rs.12,150.20 (minimum) to Rs.1,54,585.70 (maximum) in between 5-11-1996 and 5-2-1997 which *prima facie* depicts that the maximum credit limit fixed to the CSE for his credit card had exceeded to a very large extent.

From the foregoing discussions, the contentions of DR in respect of point No.1 have no force.

As regards second point of the DR I would like to state as under.

As per the prescribed rules and regulations of the bank zero floor limits have been prescribed for all the jewellery shops and therefore, prior authorization should be invariably obtained by the concerned merchant establishment for all the credit card transactions at the jewellery shops. The branch should not make payment against charge slips/receipts for transactions above the prescribed floor limits, unless such authorizations are obtained from/confirmed by CCD, HO. In case the transaction amounts exceeds the floor limits, the Merchant establishments should seek slips/receipts for payment and the concerned branch should obtain the authorization either directly from the CCD, HO or from the concerned card issuing bank's authorization center, as the case may be.

Judged from the above procedure, in so far as the credit card transactions of the CSE pertained to Jewellery shops, without there being prior authorization from the bank in respect of the relative transactions done by the CSE with the concerned merchant establishments, it is

improper on the part of SR road branch, Shimoga to make the payments of the bills at their end. Hence for the predicament the bank is facing in the matter, the branch is partly responsible.

Notwithstanding the above, lapse on the part of others does not absolve the CSE of his responsibility in the matter. As already discussed, first and the foremost responsibility in the matter primarily rests on the CSE, who was required to be diligent and careful in using his credit card within his means only and ensure that the same is not misused by him, which is the root cause for the predicament in the case. Besides, in the actions of an employee with outsiders, the bank's name generally figures and when the employees deals with the outsiders irregularly/improperly, it affects the image of the bank. From the foregoing discussions, I hold that there is no force to the contentions of the DR in respect of Second point as well.

I sum up that the issue is proved again CSE."

8. Therefore, from the reading of the aforesaid reasonings given by the enquiry officer, there cannot be any doubt in coming to the conclusion that the first party has used, rather, misused the credit card facilities indiscriminately rather indiscreetly, injudiciously and carelessly as rightly observed by the enquiry officer while assigning the reasonings and recording his findings about the misconduct committed by the first party. The fact that the first party was given maximum credit limit for his credit card at Rs.3000 and that he used the said card for the transaction to the tune of Rs. 2,83,000 has been very much admitted by the first party himself. In fact as could be read from his own explanation to the enquiry findings, he had already remitted a sum of Rs 40,000 towards the aforesaid transactions amounting to Rs.2,83,000 with a promise to make further remittance of Rs.50,000 within a couple of days and thereafter the remaining amount by way of monthly installment of Rs.10,000. It is not in dispute that after having remitted a sum of Rs 40,000 the first party did not fulfill his promise of making the payment of the balance amount even as on the date he filed the claim statement before this tribunal. Therefore, under the facts and circumstances indicated above, by no stretch of imagination it can be said that findings of the enquiry suffered from any perversity.

9. Now, coming to the quantum of the punishment. Having regard to the fact that the first party rendered unblemished service of 26 years as on the date he received the charge sheet in his case and so also taking into account the nature of the misconduct committed by him, it appears to me that the punishment of dismissal passed against him borders on extremity not proportionate to the gravity of the misconduct committed by him. Therefore, it appears to me that ends of justice will be met if the punishment of dismissal passed against the first party is converted into a punishment of his compulsory retirement from services. Hence the following Award:

AWARD

The punishment of dismissal passed against the first party is hereby modified by way of punishment of his compulsory retirement from service from the date of impugned punishment order. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 10th April 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 3 मई, 2007

क्र. आ.1558.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अर्नाकुलम के पंचाट (संदर्भ संख्या 175/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2007 को प्राप्त हुआ था।

[सं. एल-12013/62/1998-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S. O. 1558.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 175/2006) of the Central Government Industrial Tribunal-cum-Labour Court, ERNAKULAM as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank, and their workman, received by the Central Government on 1-5-2007.

[No. L-12013/62/1998-IR(B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT:

Shri P.L. Norbert, B.A. L.L.B., Presiding Officer
(Tuesday the 24th day of April, 2007/4th Vaisakha, 1929)

I.D.175/2006

(I.D.5/1999 of Labour Court, Ernakulam)

Workman/Union Shri R. Naveenkumar Pai
8/9, L.G. Pai Road
Mattencharry
Kochi-2

Adv. Shri T.A. Rajan

Management The Dy. Central Manager
SB, Zonal Office, P.B. No. 2268
Sastha Kripa Office Complex
Sasthamangalam
Trivandrum-695 010

Adv. M. P. Ashok Kumar

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is:

"Whether the action of the management of Syndicate Bank in imposing the punishment of reduction of basic pay by two stages and denial of wages during non-employment period in respect of the workman Sh. Naveen Kumar Pai is justified? If not, what relief the workman is entitled to?"

2. The facts of the case in brief are as follows:—

Shri R. Naveen Kumar Pai joined the service of the management bank in Ernakulam Branch as Clerk on 28-3-1977. At the time of enquiry he was working in Udayapuram Branch. He served the bank for about 22 years. He was elected as Director Board member of Mattancherry Sarvejanik Cooperative Bank, Cochin in 1974 and continued to be so till 5-9-1997. During the period from March 1996 to 5th September, 1997 he was President of MSC Bank. However the management of Syndicate Bank, alleging that the workman had acted prejudicial to the interest of the bank by holding the post of Director of MSC Bank, charge-sheeted him and a domestic enquiry was conducted. He was found guilty and the Disciplinary Authority discharged him from service. He filed an appeal. The Appellate Authority converted the punishment into reduction in basic pay by two stages for a period of one year. The workman contends that the finding of Enquiry Officer is arbitrary and not based on sufficient material. The workman has not acted against the interest of the bank. On the other hand, his election as Director Board member of MSC Bank was beneficial to the Syndicate Bank. He could canvass accounts of MSC Bank for Syndicate Bank. The management had not objected to his Director Board membership in MSC Bank for a very long time. There are many other officers of the bank of Syndicate Bank holding similar posts in other banks. The disciplinary action is only an act of victimization.

3. According to the management the fact that the workman was Director of MSC Bank was never brought to the notice of the management till 1990. The workman had also not sought permission to hold such post. The management came to know of the Director Board membership of the workman in MSC Bank in 1990 when a complaint was received. In the peculiar circumstances the management allowed the workman to continue the Director Board membership till the next election to the Board. However the workman filed nomination again for the next Director Board election. He contested the election and became a Director Board member even after the direction of the management. Hence explanation of the workman was sought on 28-1-1993, 5-4-1995 and 2-5-1996. To the last explanation he submitted a reply seeking permission to continue as Director till the end of that period and

proposed to voluntarily retire from the service of management bank. The management again asked the workman to relinquish his post as Director Board member within 10 days. There was no response. Hence he was charge-sheeted and an enquiry was conducted. The Enquiry Officer complied with the principles of natural justice and followed the procedure for domestic enquiry. The finding is based on materials on record. The conduct of the workman is against the provisions of Bipartite Settlements and prejudicial to the interest of the management bank. The Appellate Authority took a lenient view in the light of the fact that the workman had resigned from the Director Board of MSC Bank. No interference either in the findings or punishment are called for. The industrial dispute itself is not maintainable.

4. In the light of the above contentions of the parties the following points arise for consideration:

- (1) Is the reference maintainable?
- (2) Are the findings of Enquiry Officer sustainable?
- (3) Whether the punishment requires interference?

The evidence consists of the oral testimony of MW1 and Ext. M1 enquiry file.

5. Point No. (1) :—

The dispute referred is regarding findings in enquiry and punishment of reduction of basic pay by two stages and denial of wages during the period the workman was out of service. The dispute is raised by the workman, Shri R. Naveen Kumar Pai individually u/s-2A of I.D. Act, which reads as follows:

"2-A. Dismissal, etc. of an individual workman to be deemed to be an industrial dispute. - Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute."

As per the above provision, a dispute can be raised by an individual workman only in case of discharge, dismissal or retrenchment or termination otherwise. In case of other punishments other than mentioned above the cause of the individual workman has to be espoused either by a union or by a substantial number of workmen in the establishment. Otherwise the Tribunal will not get the jurisdiction to adjudicate the dispute. Since the reference is made at the instance of the workman the reference is incompetent and cannot be adjudicated. The reference is therefore not maintainable.

6. Point No. (2) :—

Though this Court has no jurisdiction to adjudicate the dispute, for the purpose of completeness I would

discuss the other points as well. The workman, while employed as clerk of Syndicate Bank, was also holding the post of Director of Mattancherry Sarvajanic Cooperative Bank, Cochin from 1974 to 1997. According to the management bank the conduct of the workman is against Circular No. 169, dated 26-11-1982 (Ext. MEX 10 in Ext. M1). The relevant portion of the circular reads:

"The Indian Banks' Association has considered the question regarding holding of honorary posts in cooperative banks by the employees of banks and it was, after deliberation, decided that promoting or functioning as Director in a cooperative bank would be prejudicial to the interest of the bank. Therefore, no permission shall be given to employees of bank to hold the post of Director of Cooperative Banks."

It is further stated that:

"Those employees who are as on the date of circular holding such Director Board membership in cooperative banks shall resign forthwith with the intimation to the concerned regional or zonal offices of banks."

It is contended by the management that the conduct of the workman is in violation of the direction in the circular and also infringes Clause 19.5 (j) of the 1st Bipartite Settlement. It is as follows:

"Doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss."

For gross misconduct falling under Clause 19.5 punishment is provided in Clause 19.6 of the Settlement. It includes dismissal, censure, fine, stoppage of increment and discharge. However it is argued by the learned counsel for the workman that the management has not been able to prove what actually is the prejudice caused to the management bank by holding the post of Director of MSC Bank. According to him, in fact management bank has only benefited by such position of the workman in cooperative bank. Two current accounts of MSC Bank were opened in Syndicate Bank at the instance of workman. Besides, fixed deposits were canvassed by him from MSC Bank. The management had appreciated the gesture of the workman till 1992. It is due to political rivalry that the matter was raked up in 1990. Ext. MEX-4 in Ext. M1 is the complaint sent to the Chairman of Syndicate Bank.

7. Going by the circular mentioned above the very holding of the post of Director Board membership is prejudicial to the interest of the employer bank. It is not necessary for the bank to prove instances of actual prejudice. It cannot be disputed that the dual position of the workman in Syndicate Bank and MSC Bank itself is likely to influence the customers to give more business either to Syndicate Bank or to MSC Bank depending upon the inclination of the workman. That may be the reason why the very membership in the Director Board of another bank is prohibited by Indian Banks' Association and

intimation given to all banks by Ext. MEX-4 circular. Therefore, there is no merit in the contention of the learned counsel for the workman that actual instances of prejudice have to be proved by the management in order to say that the workman is guilty. Despite the direction given to the workman to resign from the Director Board immediately, the workman continued to contest the election and hold the post of Director in MSC Bank. Thus there is continued disobedience of the direction of the management. Therefore no further proof is required to say that the conduct of the workman is prejudicial to the interest of the management bank. The finding of enquiry officer is therefore justified and no interference is called for.

8. Point No. (3) :—

The punishment originally awarded by the Disciplinary Authority was discharge with superannuation benefits. The Appellate Authority took a lenient view and converted the punishment into reduction of basic pay by two stages for a period of one year, however without eligibility for back wages and without reckoning the period from the date of discharge till reinstatement. According to the learned counsel for the workman this is unfair and punishment is harsh and disproportionate to the guilt. Denial of back wages for a period of one year and non-reckoning of that period for service benefits is still more harsh.

9. It is to be noted that this is not a case coming u/s-11A of I.D. Act which refers to dismissal or discharge from service. Interference in the matter of punishment by Labour Courts or Tribunals is called for only in the case of discharge or dismissal and not in other kinds of punishments. The above Section not even refers to retrenchment or termination of service, but is limited to discharge or dismissal only. The punishment imposed in this case is only reduction of basic pay by two stages without cumulative effect. Considering the gross misconduct falling within clause 19.5 of Bipartite Settlement it is within the competence of the Disciplinary Authority to impose punishment enumerated in Clause 19.6. The punishment imposed fall within Clause 19.6 (d). It is the discretion of the management to stipulate whether back wages should be granted or not. So also what should be the treatment regarding the period during which he was out of service. The discretionary power of the Disciplinary Authority or the Appellate Authority cannot be questioned by this Court. Moreover, the punishment is not at all disproportionate to the guilt. Lastly, no interference can be made by this Court in the matter of punishments other than falling u/s-11A of I.D. Act. Therefore I find that the punishment imposed is legal and justified.

10. In the result, an award is passed finding that the action of the management in imposing punishment of reduction of basic pay by two stages without cumulative effect and denial of back wages for the period the workman was out of service, is legal and justified. The workman is

not entitled for any relief. The parties will suffer their respective costs. The award will take effect one month after its publication in the official Gazette.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Workman :

Nil

Witness for the Management :

MW1—Shri C.S. Rao.

Exhibits for the Workman:

Nil

Exhibits for the Management:

M1—Domestic Enquiry File.

नई दिल्ली, 3 मई, 2007

क्र. अ. 1559.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/क्रम, न्यायालय बंगलोर के पंचाट (संदर्भ संख्या 76/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2007 को प्राप्त हुआ था।

[सं एल-12012/173/89-डी-II (ए)]

राजिंदर कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S. O. 1559.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 76/89) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank, and their workman, which was received by the Central Government on 1-5-2007.

[No. L-12012/173/89-DII(A)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 17th April 2007

PRESENT

Shri A. R. Siddiqui

Presiding Officer

C.R. No. 76/1989

IPARTY

Shri Anand,
C/o Driver Babu,
Bangera Compound,
Hitulu House,
Maroli, Kulshekar
MANGALORE.

HPARTY

The Chairman,
Vijaya Bank Head Office,
M.G. Road,
BANGALORE-560001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No.L-12012/173/89-DII (A) dated 1st November, 1989 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Vijaya Bank in terminating the services of Shri Anand is justified? If not, to what relief is the workman entitled?"

2. The first party in his Claim Statement has contended that he was being employed from time to time by the second party to work as a sub staff in its various branches in and around Mangalore since 13-7-1983. The last of his such appointment was on 8-1-1985. Thereafter his services were terminated w.e.f. 15-1-1985; that to deny the first party and also others working like him, continuity in employment and other benefits, the second party had been resorting to the unfair labour practice of terminating his services now and then. The first party had to involuntarily and without choice put up this unjust practice. He has further contended there was ample scope and opportunity for the second party to utilize his services as before. In fact others are being employed as sub staff on temporary and permanent basis. Therefore, according to him the termination of his services is unfair and unjust. Therefore, he is entitled for reinstatement, continuity of service, back wages and other benefits.

3. The Second Party in their counter statement, as it relates to the issue in question have contended that the first party was engaged as a temporary sub staff for a total number of 275 days between 13-7-1983 and 15-1-1985 due to temporary vacancy caused on account of absence of permanent staff and some times temporary nature. This engagement is in accordance with clause 20.7 of the first Bipartite Settlement. They have denied the factum on termination contended by this workman. They have shown the number of days worked by him at para 8 of the Counter Statement with various branches which comes to 275 days. They have further contended his engagement followed by an appointment order which were made available. They have further contended since some norms are fixed for appointment of a permanent sub staff such as age, qualification etc. and also due to the fact the first party does not satisfy the requirements of appointment that any order to that effect will lead to arbitrariness. If an adhoc

employee is made permanent by the orders of the court that he had worked in the post for sometime, there will be by passing of rules and this may be misused by the other persons. Their case is, that this workman was not terminated and to the very fact he was aged about 30 years when he was taken to work as temporary sub-staff. He will not fulfill any legal requirements for permanent appointment.

4. The first party workman filed his rejoinder against the Counter Statement of the management not disputing the fact that he has been appointed from time to time for limited periods but with a rider that it was not always on leave vacancy or during absence of any permanent workman or to meet any temporary increase in work. He admitted that whenever he was appointed, the management used to issue him an order setting forth therein certain particulars and those orders contained stereotyped conditions keeping in line with the unfair labour practice. He contended that the management is attempting to project a picture that all its employees are merely enjoying leave facility of one sort or other throughout the 365 days a year so as to employ temporary sub-staff against the leave vacancy etc. on temporary basis. At para 6, the first party contended that it might be that he was appointed and then worked for a period of 275 days in between 13-7-1983 to 15-1-1985 as mentioned in para 5 of the Counter Statement but it is not a fact that such appointment always resulted out of any temporary vacancy caused on account of absence of permanent staff and due to temporary increase in the work of permanent in nature. He contended that the contention of the management that he is not entitled to be absorbed in service on permanent basis according to the bipartite settlement is not correct as he was not allowed to mature his prospective right because of unfair labour practice indulged by the management. He also denied that the cessation of employment in his case comes within the purview of exception of Section 2(oo)(bb) of the Act. At Para 13, the first party contended that the contention of the management with regard to the settlement dated 19-8-1988 is only to defeat his claim as it was the duty of the management to have looked into the age factor at the stage of initial appointment and not to raise this contention at this stage particularly, when there are instances where the age factor has been overlooked and relaxed by the management in respect of other temporary sub-staff.

5. As could be seen from the records, keeping in view the respective contentions of the parties, this Tribunal on 24-7-1990 framed the following three issues:

1. Whether the second party proves that the first party workman was appointed temporarily for a specific period and that cessation of period of service does not constitute termination of service?

2. Whether the Second Party proves that its action of terminating the services of the first party workman is proper and legal?

3. What Award?

6. During the course of trial, the management examined one witness as MW1 and in his examination chief got marked 14 documents at Ex. M1 to M14. His examination chief runs as under:—

"I have been working in second party since 1973. At present I have been working in Regional Office, Mangalore in the Personnel Section. I do not know first party Ex. M1 to M7 are some of the orders of appointment of the first party as a temporary peon. Ex. M8 to M12 are some of the applications submitted by first party. The first party was appointed when the permanent peon went on leave and in some cases when there was more work in the branch. The first party is not eligible for permanent employment. Ex. M13 is the Xerox copy of the circular issued by H.O based on settlement between banks and recognized unions. Ex. M14 shows the terms of settlement."

7. During the course of cross examination of MW1, the facts relevant for the purpose elicited are that at the time of initial appointment management knew about the age of the first party and that as per the settlement entered between the bank and the recognized unions any candidate above the age of 26 years as on the date of his initial appointment as temporary peon is not eligible to be absorbed as permanent employee. It was elicited that Ex. M15 is the appointment order of Leela Poojarthy as a Part time Sweeper. Her TC is at Ex. M16 showing her date of birth as 21-7-1950. It was elicited that Ex. M17 is the settlement in respect of Venkappa Naik and Ex. M18 to M21 are the settlements in respect of sub staff who worked temporarily and later made permanent and that Ex. M22 is the circular issued by the bank. MW1 was unable to say as to in respect of which permanent employees going on leave the services of the first party were being engaged as per the aforesaid appointment orders. He was unable to say whether the persons mentioned in Ex. M23 have been made permanent. He denied the suggestion that except the first party others mentioned in Ex. M23 were recruited *suo-moto* by the management and not on account of settlement. It was elicited that the work done by the temporary sub-staff was the same that of permanent sub-staff and it is still continuing even after the periodical terminations of temporary staff being permanent in nature.

8. The first party examined himself as WW1, got marked one document at Ex. W1 and got marked Ex. M15 to M23 in the cross examination of MW1. The statement of the first party examined as WW1 in his examination chief is as under :

"I had worked as an attender in the Second Party Bank from 13-7-1983 to 15-1-1985. During the above said period, I had not worked continuously. I was being given work only for some days during the said period, I was working in Divisional Office, Light House Hill, Mangalore, Ashoknagar Branch, Falmi branch, Alape Padil branch, Bunder branch. On 15-1-1985, I worked at Ashoknagar branch. But on the next day i.e. on 16th they have not given work for me. Whenever I was given work, they used to get my signature in cyclostyled form.

Q: When you are not given permanent work there. Why you have signed in specific form?

A: I was in dire necessity of work and if had not signed they would not have given me work? Hence, I had signed in the form.

They had not told any reason as to why they have not given continuous work for me. I have no idea as to why they have given this type of break of work for me. There were other workers who had also not been given continuous work like me. When I was given work on 13-7-1983, I was aged 30. At that time, I had produced my school certificate to denote my age. Apart from me, there were others like Mrs. Leela Poojathy given work even after their age of 26. The said Leela Poojathy was given work on temporary basis, initially. Subsequently, from 1995 December, the said Leela Poojathy was taken as permanent sub-staff. Ex. W1 is the order of re-designation issued by Second Party to Leela Poojathy. Even after my period was over, immediately the Second Party used to appoint some other persons on temporary basis for the same type of work.

During the above said period, I had worked nearly about 300 days with break of service. The other people, who had worked along with me in the above said manner for some number of days or even less, have been absorbed as permanent workers. For e.g. Venkappa Naik, Bhaskara Mally, Ramanna Shetty, Mohan Alva, Jagannath Alva and Shobha Rai. When I was appointed in the above said manner, there were permanent vacancies, in those particular branches :

In such circumstances, I pray this Hon'ble Tribunal to direct by an award that the Second Party shall reinstate me in service effective from 16-1-1985, considering me as permanent and pay me back wages with all consequential benefits."

9. In his cross examination it was elicited that whenever he was appointed he was issued an order of appointment but did not know the contents of those appointment orders namely, Ex. M1 to M7. He denied the suggestion that he worked with the bank after knowing the entire contents of the appointment orders. He shown his ignorance as to whether he had worked for a total number

of 275 days and not 300 days in the above said branches with break in service. He admitted that all the orders of appointment issued to him were only for a specific period of work. He did not know as to whether other persons to whom he has referred above have been appointed as permanent staff only after following all the rules of the bank. He denied the suggestion that since he had crossed the age of 26 years he was not made permanent.

10. Learned counsel, for the first party by way of his written arguments while reiterating the various points already urged in the claim statement as well as in the rejoinder of the first party, further contended that the first party worked with the management for a total period of 275 days rendering his sincere and honest duties and the management without absorbing him in permanent service terminated his services illegally w.e.f. 15-1-1985. Therefore, it was a clear case of discrimination and unfair labour practice. He contended that though Smt. Leela Poojathy joined the services of the management initially at the age of 37 years as could be read from her TC at Ex. M16, her services were made permanent but whereas, the first party was denied the permanent job of Peon on the ground of overage. He also contended that as per Ex. M17 to M21 the management regularized the services of 5 temporary sub-staff at the result of the settlement entered between the union individually and the management but the case of the first party was not considered though it was pending before the ALC(C), Mangalore at the relevant point of time. He contended that the action of the management in terminating the services of the first party who rendered services for a period of 275 days between the year 1983 and 1985 amounts to illegal retrenchment as defined under Section 2(oo) read with Section 25F of the ID Act. He contended that the break in service at every 30th day of the month certainly was an artificial break in service just to circumvent the rules as otherwise incase the first party completed 240 days then he will stand to the benefit of the provisions of Section 25F of the ID Act. In support of his arguments learned counsel cited the decisions reported in AIR 1974 SC 1166 and AIR 1986 SC 1636.

11. Whereas, the learned counsel for the management in his oral arguments submitted that the services of the first party workman were engaged for a specific period vide separate appointment Orders marked at Ex. M1 to M7 as against his applications seeking the job marked at Ex. M8 to M12. He contended that undisputedly the first party workman worked for a period of 275 days from the initial date of the appointment dated 13-7-1983 till his services were discontinued as on 15-1-1985. Therefore, learned counsel submitted that since every appointment order in favour of the first party was for a specific period and it being a contractual appointment, provisions of Section 2(oo) (bb) of the ID Act attract and not the provisions of Section 2(oo) of the ID Act. He submitted that there is no question of any artificial break being given in the service of the first party as appointments with respect

to the temporary sub staff were in tune with the terms and conditions of the Bipartite Settlement between the Union Representatives and the management. He contended that even otherwise the first party has not rendered continuous service of 240 days and more in a block period of 12 calendar months and therefore, cannot seek protection under the provisions of Section 25F of the ID Act read with section 25(B), thereof. With regard to the contention of the first party that some other temporary staff have been absorbed in service though they did not fulfill the required qualifications of age etc. in the light of the circular dated 19-8-1988. Learned counsel submitted that as per the above said circular only sub-staff who fulfilled the necessary conditions have been absorbed in service and in the case of the first party he being overaged crossing the age of 26 years at the time of initial appointment he was not considered for absorption despite the fact that he had rendered services of more than 90 days in between 1-1-1983 and 30-6-1988 as per the aforesaid circular marked before this tribunal at Ex. M13 and the settlement at Ex. M14.

12. After having gone through the records I do not find substance in the arguments advanced for the first party. I would like to take up the point referred to this tribunal by way of reference and the above said three issues together for disposal, they being interrelated and interdependent. The facts undisputed are that the first party was being engaged by the bank as a temporary peon from time to time in between 1983 and 1985 and during the above said periods he worked for a total period of 275 days, details of which have been given in the Counter Statement filed by the management to which I would like to come a little later. It is not in dispute that for each and every spell of period, the first party was being engaged by the bank, he was issued with the separate independent appointment orders brought on record before this tribunal at Ex. M1 to M7. The documents at Ex. M8 to M12 are some of the applications filed by the first party seeking the job with respect to the appointment orders followed subsequently. Now, I would like to take up the contention raised by the management in the first instance that the cessation of period of service does not constitute termination of service and that the case of the first party falls within in the ambit of Section 2(cc)(bb) of the ID Act. Of course, the aforesaid appointment orders at Ex. M1 to M7 would speak to the

fact that each appointment order was for a specific period mentioned therein but I am not inclined to accept the contention of the management that it was the contractual appointment for any specific purpose or for any specific project as such particularly, in view of the evidence brought on record in the statement of the first party that even after his services were being terminated in pursuance to the aforesaid appointment orders, in his place once again the management was utilizing the services of other temporary peons thereby suggesting that the work of the Peon available with the management bank was perennial in nature and therefore, it cannot be said that the first party was being appointed for a specific period to render specific job meant for limited period. The management, it appears was adopting this method, only to see that services of the first party came to an end automatically and that he shall have no claim or any right against the management for having rendered the services as a temporary peon. Therefore, in my opinion the case of the first party certainly does not fall in the ambit of Section 2(cc)(bb) of the ID Act so as to say that cessation of period of service does not constitute termination of service.

13. Now, the next question to be considered would be as to whether the case of the first party comes within the purview of Section 2(cc) read with Section 25F of the ID Act. In order to get the benefit of Section 25F of the ID Act, it was incumbent on the part of the first party to have established before this tribunal that he worked continuously for a period of 240 days and more during a period of 12 calendar months immediately preceding the date of his termination. The fact that the first party worked for a total period of 275 days in between July 1983 and January 1985 is not disputed and cannot be disputed rather has been very much indirectly admitted by the first party in his cross examination referred to supra. As noted above, in his examination chief he stated that he worked for about a period of 300 days during the above said period but in his cross examination he was not sure if he had worked only for a period of 275 days during the said period. The management as noted above, at Para 8 of the Counter Statement in detail has given the particulars of the services rendered by the first party between 13-7-1983 and 15-1-1985. For the purpose of ready reference it is worthwhile to bring on record the aforesaid particulars given by the management as under :

Sl.No	Period of appointment		Branch/Office where worked	No. of days.
	From	To		
1.	13-7-1983	1-8-1983	Ashoknagar Road, Mangalore	20
2.	10-10-1983	8-11-1983	Divisional Office, Mangalore	30
3.	9-11-1983	8-12-1983	-do-	30
4.	9-12-1983	17-12-1983	-do-	9
5.	26-12-1983	24-1-1984	-do-	30
6.	1-2-1984	1-3-1984	-do-	30

SL.No.	Period of appointment		Branch/Office where worked	No. of days
	From	To		
7.	5-3-1984	3-4-1984	Divisional Office, Mangalore	30
8.	9-4-1984	8-5-1984	-do-	30
9.	15-5-1984	19-5-1984	Bunder, Mangalore	5
10.	16-7-1984	—	Alpe Padil, Mangalore	1
11.	3-9-1984	17-9-1984	Bunder Mangalore (Worked for 12 days only)	12
12.	25-9-1984	1-10-1984	Falnit, Mangalore	7
13.	7-11-1984	9-11-1984	Alpe Padil, Mangalore	3
14.	15-11-1984	14-12-1984	Divisional Office, Mangalore	30
15.	8-1-1985	15-1-1985	Ashoknagar Road, Mangalore	8
Total				275

14. It is to be noted that these particulars of the service furnished by the management have not been disputed by the first party either while filing his rejoinder or by way of examination chief or during the course of cross-examination of MW1. Therefore, if we go by the aforesaid particulars, it can be revealed that the first party rendered services of about 195 days during 12 calendar months immediately preceding the date of his termination. In between 13-7-1983 and 1-8-1983 he worked for a period of 20 days, in between 10-10-1983 and 8-11-1983 he worked for a period of 30 days and in between 9-11-1983 and 8-12-1983 he worked for a period of 30 days. In between 9-12-1983 and 17-12-1983 he worked for a period of 9 days. If we calculate the number of days he worked during the 12 calendar months backward from the termination date 15-1-1985, the number of days he worked would come to 195 days. Therefore, from the aforesaid particulars furnished by the management and not disputed by the first party as noted above, it is crystal clear that the first party has not worked continuously for a period of 240 days and more during the block period of 12 calendar months immediately preceding the date of his termination. The arguments advanced for the first party that the first party's services were given artificial break for one or two days on each and every occasion of his appointment does not hold good, first of all, in the light of the very particulars of the services rendered by him brought on record. The first four orders of appointment beginning from 9-12-1983 are for a specific period of 30 days each and thereafter his services were being engaged for a period of 5 days, one day, 12 days, 7 days, 3 days, 30 days and 8 days, respectively. Therefore, we find no truth in the contention of the first party that his services were given break for one or two days at the time of his each and every appointment. Moreover, we are not very much concerned here about the break in service but we are concerned to see as to whether the services rendered

by the first party during the period of 12 calendar months were continuous for a period of 240 days and more irrespective of break in between the periods. Therefore, since the first party has not established before this tribunal that he worked continuously for a period of 240 days and more during a block period immediately preceding the date of his termination, he cannot take the benefit of Section 25F of the ID Act and bring his case under the definition of retrenchment as defined under Section 2(00) of the ID Act. In the result, there was no illegal termination as alleged by the Second Party.

15. The contention of the first party that other temporary staff have been absorbed in service having regard to the aforesaid circular at EX.M13 and that he has been singled out not being made permanent despite rendering services of more than 90 days as required under the said circular, first of all, cannot be raised and considered in the present proceedings for the simple reason that the points under reference schedule do not admit such a contention to be raised by the first party. As per the reference schedule we are only supposed to go into the point of dispute i.e. as to "whether the action of the management in terminating the services of the first party was justified or not". That apart, the first party in his examination chief as noted above, has come with the version that as on 13-7-1983 when he was given work he was aged about 30 years. The above said circular and the Bipartite Settlement at EX.M13 & 14 would make it abundantly clear that at the time of initial appointment as a temporary sub-staff the workman must not have crossed 26 years of age which was one of the condition precedent to be fulfilled for the purpose of absorption in service of the management on permanent basis. It may be that some one else or for that matter said Smt. Leela Poojarthy might have been absorbed in services, permanently irrespective of the age factor going against her but we are not concerned here about her case. We do not know what considerations in

fact prevailed with the management in absorbing the services of said Smt. Leela Poojathy on permanent basis ignoring the age factor or relaxing the age condition in her case.

16. As far as the other temporary staff whose names are found mentioned in Ex.M17 to M21 their services have been absorbed at the result of settlements made between the union representatives and the management during the conciliation proceedings before the conciliation officer concerned. In any case the first party in the present proceedings cannot take advantage of the fact of those sub-staff members whose services have been made permanent in the light of the above said circular and settlement at Ex.M 13 and 14 as the point in dispute itself is with respect to the absorption of services. In order to succeed in the present proceedings, the only fact which was to be established by the first party was that he had worked continuously for a period of 240 days and more in a block period of 12 months immediately preceding his termination and as noted above, he has failed to establish this fact. In the result, it cannot be said that the action of the management in terminating the services of the first party was unjustified. Hence the following award :

AWARD

The reference stands dismissed. No order to cost.

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 3 मई, 2007

का.आ.1560.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 67/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/42/2003-आई. आर. (बी-II)]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O.1560.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of UCO Bank, and their workmen, received by the Central Government on 1-5-2007.

[No. L-12012/42/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA, Presiding Officer

I. D. 67/2003

Ref. No. : L-12012/42/2003-IR (B-II) dated 11-6-2003

Shri Pankaj Kumar Tiwari, S/o. Late Sh. R.K. Tiwari
Through Sh. A.N. Tripathi, Adhikrit Pratidinidhi
23, A.P. Sen Road, Lucknow.

AND

The Regional Manager,
UCO Bank, Regional Office,
23, Vidhan Sabha Marg, Lucknow-226001.

AWARD

The Government of India, Ministry of Labour *vide* their order No. L-12012/42/2003-IR (B-II) dated 11-6-2003 has referred following dispute for adjudication to the Presiding Officer, Central Government Industrial Tribunal cum-Labour Court, Lucknow for adjudication.

"Whether the action of the management of UCO Bank, Lucknow in terminating the services of Shri Pankaj Kumar Tiwari S/o. Late Sh. R.K. Tiwari, Daily Wages Labourer *vide* oral order dated 1-1-1995 is legal and justified? If not, what relief is the concerned workman entitled to?"

The worker's case in brief is that he was engaged as casual worker and worked as such from 17-9-87 to 30-12-94 on daily wage basis by the management at Naka Hindola Branch of UCO Bank, Lucknow. He discharged his duties accordingly and completed more than 240 days service in each calendar year continuously without break in service. Branch Manager of the Bank orally terminated the services *w.e.f.* 1-1-1995 in arbitrary, illegal way. Ultimately the worker sent registered legal notice 25-9-2001 to the opposite party and made request for reinstatement in service but the Branch Manager refused the request by his reply dated 29-10-2001. The opposite party has thus, acted against the provisions of Section 25-F and 25-G and also adopted unfair labour practice to show favouritism or partiality to one set of workers regardless of merit.

The worker has also alleged that he has got statutory right under the circular No. CHO/PAS/16/89 dated 19-10-89 in respect of empanelment and absorption of persons engaged on daily wage basis in the said Bank service. The worker has also enclosed the said circular as Annexure-1. The worker moved application on prescribed proforma, but due to the negligence of the Branch Manager the application was not forwarded within the stipulated time to the administrative office. The worker has alleged that he submitted the said application before 30.10.89 the Divisional Office Lucknow division 9/MS/120/423 dated 14-6-90 sent letter to the Senior Manager, UCO Bank Naka Hindola, Lucknow with advice to follow the time schedule in future. The copy of said letter is attached as Annexure-2. The worker has further submitted that he regularly prayed for absorption in the Bank service but the opposite party ignored the legal claim of the worker. The worker has accordingly prayed that the oral termination be set aside and he may be reinstated in the service with the continuity full back wages along with other consequential benefits.

The Assistant General Manager of the UCO Bank has filed the written statement denying the allegations of engagement as alleged by the worker. It has submitted on behalf of the opposite party that the worker Pankaj Kumar Tiwari was engaged in the branch only for various labour jobs viz., fetching water, sweeping the premises/arrangement of old record and as and when required by the Bank for 30 to 40 minutes in a day. Since only the Persons, who have been engaged on full days worker and discharged normal duties in the Bank in sub-ordinate cadre were eligible for being empanelled for Bank's service under the circular. Moreover as per head Office circular the water boys have been specifically debarred from being empanelled. Worker was not at all coming under the purview of said circular. As the case of the worker did not come under the purview of the said circular, there was no question of referring the case to the competent authority for empanelment. It is also submitted that the worker was never appointed/recruited in the Bank service. It is denied that UCO Bank violated any provision of the Industrial Disputes Act. It is also stated that the worker has raised a dispute after 7 years and there existed no relationship of employer and employee.

The worker has submitted following copies of documents :

1. Experience certificate dated 3-11-90.
2. Information about casual labourer as on 31-12-1993 showing the worker Pankaj Kumar Tiwari working 1279 days.
3. Letter dated 2-8-93 of Divisional Manager stating that the worker has not applied in prescribed manner on or before 30-10-89 (letter not fully legible).
4. Letter of the Zonal Manager not fully legible.
5. UCO Bank circular SF:92:C:5991 dated 18-8-1992 regarding recruitment of staff on daily wages.
6. Letter No. NIL dated 21-12-92 regarding non-absorption of daily wagger in the Naka Hindola Branch.
7. Letter No. DNSF/90/526 dated 28-8-1990 regarding empanelment and absorption.
8. Letter undated and unsigned.
9. Performa application.
10. Postal receipts dated and year no legible.
11. Legal notice by advocate Sh. A. N. Tripathi.

The opposite party has filed photo copies of following documents :

1. Copy of circular CNO/DAS/16/89 dated 19-10-89 (attested).
2. Letter No. SF:92:C:5991 dated 18-8-1992 (attested).

3. Letter dated 21-12-92 of Naka Hindola Branch to DM office, Lucknow.
4. Letter dated 23-5-1993 of Zonal Manager to Divisional Manager (attested).
5. Letter dated 2-8-93 of Divisional Manager to Senior Manager (attested).
6. Copy of application of worker (attested).
7. Statement in response of worker.

Worker has examined himself and the opposite party has examined Ram Jagan Vishwakarma.

None appeared on behalf of worker and hence heard the arguments of representative of opposite party alone.

This court has to confine itself to the issue which is referred to adjudication. It has no liberty to travel beyond the issue. It has to see whether or not, the termination dated 1-1-95 of the services of the worker Pankaj Kumar is legal and justified. The definition of the termination (retrenchment) is produced below :

Section 2(cc) of the Industrial Disputes Act, 1947.

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill-health;

The worker has himself admitted that he was casual labour on daily wage basis. He has also stated that he was getting 25 to 20 Rupees as labour charges. It is also admitted fact that there were 4-5 regular peon in the branch of the said bank with a daftary. He has also admitted that he had no documents to prove that he worked for 240 days continuously. No appointment letter or termination letter has been filed in support of the case by the worker. The worker has in his evidence tried to say that he worked from 17-9-87 to end of December, 1993 continuously. The worker has filed the photo state copy of the statement of work that is paper No. 24/2 showing that he has worked for 1279 days as per sheet attached as on 31-12-93. This document is not complete to show that the worker has

continuously worked. The opposites party has filed the details of 1279 days work in respect of the worker Pankaj Kumar Tiwari the same is Paper No. C35 to C35/2. This document goes to show that the worker has worked as per the details below :

S. No.	Calendar Year	No. of days
1.	1987 (Sept. to Dec.)	14
2.	1988	266
3.	1989	202
4.	1990	176
5.	1991	193
6.	1992	176
7.	1993	168
	Total	1279

This goes to show that the worker was not continuously working for 240 days in every year as has been alleged by him in para 2 of the statement of the claim. This goes to show that contents of para 2 are not correct.

The worker has filed the photocopy of a certificate paper No. 24/1 wherein it has been certified by the manager of the bank that Shri Pankaj Kumar Tiwari is a daily wager. This certificate is dated 3-11-90. The worker has admitted in his cross-examination that the said document paper No. 24/1 is curfew pass since the curfew was imposed. It is evident from the above chart that the worker has worked for 18 days in November, 90 therefore the document paper No. 24/1 is for limited purpose for allowing the police to permit the worker to come to the branch of UCO bank as he was daily wager.

Shri Ram Janam Vishwakarma, senior manager of the bank has stated that the worker did work intermittently as daily wager and above chart shows that the worker did work intermittently and not continuously.

The senior manager of bank Sh. Vishwakarma had denied that worker did not till December, 1994 continuously.

Section 25-F is material for the adjudication of the present case which lays down the condition for retrenchment and the same is reproduced below. The definition of continuous service is given in the Industrial Dispute Act both the sections are material in the present case and these are reproduced below :

24B. Definition of continuous service.—For the purposes of this chapter—

- (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness of authorised leave or an accident or a strike which is not illegal or a lock-out or a cessation

of work which is not due to any fault on the part of the workman.

- (2) where a workman is not in continuous service within the meaning of clause

- (i) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—
 - (a) for a period of one year, if workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—
 - (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and
 - (ii) two hundred and forty days, in any other case;
 - (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—
 - (i) ninety-five days, in the case of workman employed below ground in a mine; and
 - (ii) one hundred and twenty days, in any other case.

25F. Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, of the workman has been paid in lieu of such notice, wages for the period of the notice.
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate government for such authority as may be specified by the appropriate Government by notification in Official Gazette.

The contention of the parties as regards the status of the workman, are therefore required to be considered in the light of aforesaid backdrop.

It is not a case where the worker has completed 240 days of service during the period of 12 months preceding

the termination as contemplated under Section 25-F read with Section 25-B of the Industrial Dispute Act.

The burden is on the workman to prove that he has completed 240 days of service during 12 months preceding his termination, but the worker has failed to discharge the said burden. His own version is therefore, not sufficient to come to the conclusion that he worked till the end of December, 1994 that too continuously. Casual daily worker, thus, did not acquire any legal right to continue in the service. The worker was not even entitled to the protection under Section 25-F of the Industrial Disputes Act required to be complied with before terminating his services, under he completes 240 days service with in a period of 12 months preceding the date of termination. Therefore, my answer to the issue is that the worker has failed to prove the termination or illegality thereof.

So far as the allegation of the workman with regard to be absorption, there is no such issue referred for adjudication. It is true that there was a circular dated 19-10-89 for empanelling such casual workers who have completed 240 days work or more with or without interruption during the period of 3 years immediately preceding the settlement, barring water boys. Worker's allegation is that he did apply within time and has filed the photo stat copy of his application that is paper No. 24/9. The opposite party has filed the photo stat copy of the workman, which is paper No. 26/8 from bare perusal of the application paper No. 26/8 appears to be the one of the worker and there is overwriting in the second line. There is no date in the worker's own application 24/10 which filed by worker and no date on paper No. 26/8. Application is defective as the detailed wise date of breakup of engagement in bank for 3 years immediately preceding 12-3-89 as envisaged in para 2(a) of the settlement and also nature of the job performed is not mentioned. In the circumstances the bank has refuse to empanel the worker. There appears to be no illegality with regard to non-empanelling of the worker. Since this issue has not been referred for adjudication therefore, no detail finding are needed on this issue.

On the discussion above, I come to the conclusion that the worker failed to prove that he was terminated on 1-1-1995 and he failed to prove that he worked for 240 days continuously preceding 12 months from his alleged termination i.e. 1-1-1995. Worker therefore, is not entitled to any relief.

Lucknow

20-4-2007

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 3 मई, 2007

क्र.अ. 1561.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार सेन्ट्रल वेयर हाउसिंग कॉर्पोरेशन के प्रबंधन के संबंध में नियोगों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण/अथ न्यायालय, चंडीगढ़ को पंचट (संदर्भ संख्या आईडी-27/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2007 को प्राप्त हुआ था।

[सं. एल-42012/13/1994-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O. 1561.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 27/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Ware Housing Corp. and their workmen, which was received by the Central Government on 3-5-2007.

[No. L-42012/13/1994-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I.D. 27/1995

Sh. Nihal Singh, Vice President, Union of Central Ware Housing Corporation Employees, Constructions Cell, SCO 8-9, Sector 17-A, Chandigarh

Applicant

Versus

1. Managing Director, Central Ware Housing Corporation, 4/1, City Institutional Area, Hauz Khas, New Delhi

Respondent

APPEARANCES

For the Workman : Shri O. P. Batra Ashwani Kumar Workman

For the Management : Sh. Pardeep Sharma, Advocate with K. S. Jaryal and Ishwar Singh Junior Supdt.

AWARD

Passed on 29-3-2007

Central Government vide notification No. L-42012/13/94/IR dated 10-4-1995 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Central Warehousing Corporation in demanding earned leave application from workman Shri Ashwani Kumar WAG-II for the period from 23-6-93 to 24-8-93 is just and fair? If not, to what relief the workman is entitled?"

2. Case taken up today in Lok Adalat on the request of both the parties. Statement of the Workman and the management's advocate Shri Pardeep Sharma recorded today on 29-3-2007. The workman stated in his statement that the management has granted special leave as per rules to N. N. Deshpande, General Secretary. D. S. Pundir and Deo Sharma and one Shri S. P. Singh. I will separately apply on the basis of the above decision and settlement of the management and request them also to regularize my period from 23-6-93 to 24-8-93 for which the management has already paid me the salary. I may be allowed to withdraw my case in Lok Adalat as settled subject to get it reopened in case the management did not take decision similar to the above employees referred above. The counsel for the management in his statement stated that I have read the above statement. The management has no objection in withdrawing the above case in settlement. In case the management's decision which is long process does not follow the above referred decisions of the management in above four cases, the workman may be allowed to reopen his case. The workman may file his application within 15 days for the grant of special leave as in the above four cases for treating the period from 23-6-93 to 24-8-93 as special leave. The case may be reopened on the application of either party.

3. In view of the statement of both the parties, the present reference is settled in Lok Adalat. The reference is disposed off accordingly. Central Govt. be informed. File be consigned to record.

Chandigarh
29-3-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 3 मई, 2007

क्र.अ. 1562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार मेजर पोर्ट्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में राष्ट्रीय औद्योगिक अधिकरण, मुम्बई के पंचाट (संदर्भ संख्या एन टी बी-02/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2007 को प्राप्त हुआ था।

[सं. एल-39011/6/2002-आई आर (एम)]

एन एस. बोरा, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O. 1562.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. NTB-02/2003) of the National Industrial Tribunal, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Major Ports and their workmen, which was received by the Central Government on 3-5-2007.

[No. L-39011/6/2002-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE NATIONAL INDUSTRIAL, TRIBUNAL, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

REFERENCE NO. NTB-02 OF 2003

Parties : Employers in relation to the management of Major Ports

AND

Their Workmen

APPEARANCES:

For the Management : Mr. M. B. Anchan, Adv.

: Mrs. Nalini Rane, Chief Law Officer

For the Union : Mr. J. Sawant, Adv.

State : Maharashtra

Mumbai, dated the 24th day of April 2007

AWARD

This is a reference made by the Central Government under Section 7-B of the Industrial Disputes Act in exercise of its powers conferred by Sub-section 1-A of Section 10 of the Industrial Disputes Act, 1947 (the Act for short). Vide Government of India, Ministry of Labour, New Delhi, order No. L- 39011/6/2002-IR (M) dated August 4, 2003. The terms of reference are as follows :

"Having regard to the settlement dated 8-2-1996 and the Memorandum of Settlement dated 8th October 2002, whether the Federations of Port and Dock Workers are justified in demanding that in view of the prevailing PLR/PLI Scheme for the workers employed in the service industries under Government control the PLR should continue to be paid to the Port and Dock Workers on the basis of combined average performance of all the Major Ports or whether as demanded by the management, PLR should be calculated and paid to workers on the basis of performance of the respective ports in which they are employed?

In either case, what should be the parameters and formulae to be adopted?"

2. The matter came up for hearing today. All the parties to the reference have entered into a private settlement on 10-4-2007, a copy of which has been filed before this Tribunal on 17-4-2007. The learned counsel for the parties have stated before me that the reference may be disposed of accordingly since the parties have settled their grievances and reduced to writing the terms and conditions of the Settlement.

3. In this view of the matter, the reference is accordingly disposed of.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 3 मई, 2007

का.अ. 1563.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार चित्रदुर्गा गोल्ड युनिट के प्रबंधकों के संबंध विवादों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय बंगलूर के पंचाट (संदर्भ संख्या 14/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2007 को प्राप्त हुआ था।

[सं. एल-43012/16/2001-आई. आर. (एम)]
एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S.O. 1563.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14/2002) of the Central Government Industrial Tribunal/Labour Court Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chitradurga Gold Unit and their workmen, which was received by the Central Government on 3-5-2007.

[No. L-43012/16/2001-IR(M)]

N. S. BORA, Desk Officer

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BANGALORE**

Dated : 9th April 2007

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 14/2002

I Party

Shri Wale Babu,
Ex-Clerk,
Chitradurga Gold Unit,
House No. CF B2,
Hutti Gold Mines,
Company Ltd, Hutti,
Chitradurga

II Party

The Deputy General Manager
Chitradurga Gold Unit,
Chitradurga

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-43012/16/2001 IR(M) dated 28th February 2002 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Chitradurga Gold Unit in dismissing Shri Wale Babu from service justified? If not, to what relief the workman is entitled to?"

2. The first party workman in his claim statement challenged the enquiry proceedings, as opposed to the principles of natural justice, findings of the enquiry officer as perverse and the order dismissing him from service as unjust and illegal.

3. The management by way of Counter Statement on the other hand contended that the proceedings of enquiry held against the first party were in accordance with the principles of natural justice, findings of the enquiry officer were based upon sufficient and legal evidence and that the order of dismissal against the first party was just and legal.

4. Keeping in view the respective contentions of the parties, this tribunal on 11-1-2005 framed the following Preliminary issue:—

"Whether the Domestic Enquiry conducted against the first party by the Second Party is fair and proper?"

5. The management examined MW1 on the said issue and thereupon the first party filed his affidavit by way of rebuttal evidence but on 27-12-2006 when the matter was taken up for his cross examination he remained absent and therefore, he was discharged and case came to be posted for arguments on DE. On 5-3-2007, learned counsel appearing for the first party filed memo as under :—

"It is respectfully submitted that the services of the first party was dismissed w.e.f 21-5-2001. Aggrieved by the order of dismissal, the first party raised an industrial dispute, which has been referred to this hon'ble tribunal for adjudication.

It is submitted that in view of the prolonged litigation and uncertainty of outcome of the dispute and in view of the better prospective elsewhere, the first party is no longer interested in pursuing or prosecuting the above dispute. Hence, the first party respectfully prays that this tribunal be pleased to reject the reference as not pressed and withdrawn by the first party.

It is respectfully submitted that he will make an appropriate representation to the second party company for settlement of his dues in accordance with law in furtherance to the termination of his services w.e.f 21-5-2001.

It is submitted that the first party states that he has no claims whatsoever against the Second Party Management and he shall not raise any dispute regarding termination of his employment, reinstatement, back wages, or any other reliefs in furtherance to the termination order dated 21-5-2001.

It is further submitted that this memo for rejection of reference is on his own free will and voluntary and without any undue influence or coercion and after fully understanding the consequences of the rejection of this reference as not pressed."

6. Learned Counsel Smt. Usha Rani for Shri NSR representing the management submitted that necessary orders may be passed on the said memo. Therefore, keeping in view the aforesaid memo filed on behalf of the first party under his signature through his counsel, it is made clear that the first party is not intending to pursue and prosecute the present proceedings and that he wants the reference to be rejected as not pressed and withdrawn. Hence the following Award:—

AWARD

Reference stands dismissed for non prosecution. The memo filed by the first party shall form the part of the Award.

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 3 मई, 2007

का. आ. 1564.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं-11, नई दिल्ली के पंचाट (संलग्न संख्या आईडी-37/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2007 को प्राप्त हुआ था।

[सं. एस-11012/31/1999-आई. आर. (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 3rd May, 2007

S. O. 1564.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I. D. 37/2000) of the Central Government Industrial Tribunal/Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workmen, which was received by the Central Government on 3-5-2007.

[No. L-11012/31/1999-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

PRESENT

R. N. Rai, Presiding Officer

I. D. No. 37/2000

In the matter of :—

Shri Sarwan Lal,
S/o. Shri Behari,
F-267, Suyog Vihar,
Near Mithala Gao,
Uttam Nagar,
New Delhi-110059.

Versus

The Airport Director,
Airport Authority of India,
(International Airport Div.)
I. G. I. Airport,
New Delhi-110037.

AWARD

The Ministry of Labour by its letter No. L-11012/31/99-IR(M) Central Government Dt. 29-2-2000 has referred the following point for adjudication.

The point runs as hereunder:—

“Whether the action of the management of Airport Authority of India (Cargo), IGI Airport, New Delhi, in terminating the services of Shri Sarwan Lal S/o Shri Behari Lal, Sweeper w.e.f. 13-7-98 on the ground of age of superannuation is legal and justified? If not, to what relief the workman is entitled and from which date?”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that the workman/claimant was working as a sweeper under a contractor of the above named Management w.e.f. 1-1-1981.

That the workman/claimant was illiterate person except knowing to mark his signature on the paper.

That the Claimant was laborious, sincere, honest and punctual of his duty. There was no complaint against him during the course of his employment with the above Management.

That the Claimant received a letter dated 17/23-4-1998 of the Management which was dated on dated 24-4-98 vide S.L. No. 3494 issued to Shri Saroon Lal wrong name mentioned then I objected to receive the above said letter and denied to mark his signatures on the some blank Papers by saying that his name is not Saroon Lal and his correct name is Serwan Lal @ Sarman Lal S/o Shri Behari Lal as per the E. S. I. Card. But to no avail, and forcibility get out from his working place on 13-7-1998 by beating and slapping him and it was told by some Personnel Men that he is not allowed to resume his duty and his services were terminated.

That at the termination of his services the Management did not serve any Chargesheet, Warning Letter, Show Cause Letter/Notice and also did not give any reasonable opportunity to produce defence in writing or orally.

That at the time of illegal and unjustified termination of his services the Management did not give him any benefits under the provisions of Section 25(F) of the Industrial Disputes Act, 1947.

That the above act of the Management violated the whole Labour Laws of the Land, which is also against the Natural Justice.

That the Claimant is unemployed since the date of his illegal termination from services and is living with the help of other family members, near relatives and friends.

The Management has filed written statement. In the written statement it has been stated that the petitioner/claimant were never employed by the respondents as such there is no relationship of employer and employee between the petitioner/claimants and the respondent as such the claim of the petitioner/claimant is not maintainable and as such the same is liable to be dismissed.

That the contents of para No. 1 of the statement of claim are wrong, false and hence denied. It is submitted that the petitioner was never an employee of the respondent/management. It is further submitted that the petitioner was engaged by Ex-contractor M/s Offices Care Services where the petitioner was working as Sweeper under the hereinbefore mentioned contractor in Cargo Terminal. It is further submitted that before the pronouncement of judgment in the matter of Air India Statutory Corporation etc. Vs United Labour Unions etc. pronouncement by the Hon'ble Supreme Court on 6-12-96, the job of cleaning the areas of Airport/respondent was given to the different contractors as per requirements and consequent upon the hereinbefore mentioned judgment of the Hon'ble Supreme Court, a process to regularize the services of those Ex-Contractor workers who were on rolls under various contractors with the Respondent/Management engaged in the field of sweeping, cleaning and dusting was taken up by the Respondent/Management i.e. A. A. I. (I. A. D.), in conformity to the service rules, job specification etc. of the respondent/Management as applicable on 6-12-96.

That in pursuance of the same a committee of officers was constituted by the Airport Director for interviewing/scrutiny of documents such as Birth Certificate, Ration Card and a Medical Board was also constituted for medically examining the Ex-Contract workers where there was no proof of their authenticity of Date of Birth and by physical appearance the concerned persons appeared older than age declared by them in their respective affidavits.

That on scrutiny the respondent found that the petitioner had declared his age vide his affidavit dated 13-2-1997 as 43 years.

That the Medical Board examined Shri Sarwan Lal on 26-11-1997 and found/re-determined his age as 60 years.

That as per rules of respondent the superannuation age as on 6-12-1996 was 58 years and whereas the age of the petitioner was more than 58 years as on 6-12-1996 and as such his services have been discontinued.

It is submitted that as the petitioner was never in the employment of the respondent/management, the question of any complaint against the petitioner did not arise.

It is denied that the respondent/Management ever asked the petitioner to sign any blank paper or he was ever

slapped or beaten by any staff of Respondent/Management. However it is submitted that as the petitioner was not regularized by the Respondent/Management in view of the averments made in the foregoing paras of the present reply, the question of petitioner's resuming his duty did not arise.

It is submitted that in view of the averments made in the foregoing paras of present reply, the workers those who were on the roll on 6-12-1996 through some contractor in the field of sweeping, cleaning were to be regularized because of the judgment of the Hon'ble Supreme Court and were not recruited, accordingly the AAI is not liable to serve any charge sheet as alleged by employee more so, the complainant was not a regular employee of AAI, accordingly the question of serving the charge sheet, warning, show cause letter/notice did not arise.

It is submitted that in view of the averments made in the foregoing paras, the petitioner was never a workman of or under the employment of Respondent/Management and as such the petitioner was not entitled to any benefit from the Respondent/Management under the provisions of Sec. 25 (F) of the Industrial Disputes Act, 1947.

The workman applicant had filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

It transpires from perusal of the order sheet that several dates were given to the management for filing affidavit. The management failed to file affidavit. The opportunity of filing affidavit was closed on 20-3-2007 and the case was reserved for award.

It was submitted from the side of the workman applicant that his services have been illegally terminated on the grounds of age of superannuation. No chargesheet was served on him and he has not been paid retrenchment compensation.

The case of the management is that prior to the judgment in the matter of Air India Statutory Corporation of the Hon'ble Supreme Court on 6-12-1996, the job of sweeping and cleaning was given to different contractors as per the requirement. A process of regularization of the service of ex-contractors workers who were on the rolls under various contractors with the respondent/management engaged in the field of sweeping and cleaning was taken up by the management in conformity to the services rules.

The further case of the management is that a committee was constituted for scrutinizing the documents such as birth certificate cards. The Medical Board was also constituted to medically examine ex-contractors workers for verifying the authenticity of date of birth. The Medical Board declared the age of the petitioner as 60 years on

26-11-1997 whereas in his declaration the workman has mentioned his date as 43 years. As per the rules of the respondents the age of superannuation is 58 years and the workman was fit for superannuation on 6-12-1996 itself. He was found above 60 years of age so his service was discontinued.

The further case of the management is that the workman was engaged through contractors as has been admitted in the claim statement so there is no question of payment of retrenchment compensation to the workman before termination of his services.

The workman has filed affidavit and he has filed one certificate of 20-3-1999. The Doctor declared him above 50 years. The Doctor had not certified the approximate age of the workman. As such the certificate issued by the Doctor of the respondents holding the age of the workman 60 years on 26-11-1997 is a valid certificate. The certificate filed by the workman is not admissible in evidence as it is photocopy and the certificate does not mention the approximate age of the workman. The certificate filed by the workman is photocopy and is vague. It cannot be relied upon.

The workman was more than 58 years of age on 6-12-1996 the date of judgment of the Hon'ble Supreme Court. He was superannuated as per the rules of the management. So his case was not fit for regularization. His services have been legally terminated by the management. He is not entitled to get any relief as prayed for.

The reference is replied thus :—

The action of the management of Airport Authority of India (Cargo), IGI Airport, New Delhi, in terminating the services of Shri Sarwan Lal S/o Shri Behari Lal, Sweeper w.e.f. 13-7-98 on the ground of age of superannuation is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 17-4-2007 R. N. RAI, Presiding Officer
नई दिल्ली, 4 मई, 2007

का.आ. 1565.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ ट्रान्स्वावर के प्रबंधन के संबंध निचोखों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चैन्नई के पंचाट (संदर्भ संख्या 86/1985) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2007 को प्राप्त हुआ था।

[सं. एल-12011/20/85-डी-II (I)/आई आर (बी I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 4th May, 2007

S. O. 1565.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 86/

1985) of the Industrial Tribunal, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Travancore and their workmen, which was received by the Central Government on 4-5-2007.

[No. L-12011/20/85-D-II(I)/IR(B),]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMILNADU, CHENNAI-600104

Thursday, the 29th day of March, 2007

PRESENT:

Thiru M. Venugopal, B.A., M.L., Presiding Officer
Industrial Tribunal, Tamilnadu

Industrial Dispute No. 86 of 1985

[In the matter of dispute for adjudication under Sec. 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of State Bank of Travancore.]

Between

The Workmen represented by :

The President,
State Bank of Travancore Punch Operators
Association, C/o. Shri K. Chandrasekharan Nair,
Advocate, Vanchiyoor, Trivandrum.

And

1. State Bank of Travancore,
rep. by its Managing Director,
Head Office, Poojappura, Trivandrum.
2. Data Software Research Company Ltd.,
rep. by its Managing Director,
22, Marshall Road, Egmore, Madras-8.

Reference : Order No. L-12011/(20)/85-D-II(1) dated
3-12-1985 Ministry of Labour, Govt. of India,
New Delhi.

After remand, this Industrial Dispute coming on for final hearing on Thursday, the 15th day of March, 2007 upon perusing the Claim Statement, Counter Statements and all other material papers on record and upon hearing the arguments of Mr. N.G.R. Prasad, Advocate for M/s. Row & Reddy, appearing for the Petitioner Union and Thiru S. Jayaraman, Advocate appearing for the Respondent No. 1 and Thiru T.H.A. Lamech, appearing for the Respondent No. 2 in this Industrial Dispute, and this dispute having stood over till this day for consideration, this tribunal made the following :

AWARD

The Government of India have referred the following issue for adjudication by this Tribunal :

- (a) Whether the closure of Contractors' establishment dealing with electronic data processing attached to State Bank of Travancore, Trivandrum with effect from 27-9-84 was legal and justified? If not to what relief the workmen concerned are entitled?
- (b) Whether the State Bank of Travancore Punch Operators Association is justified in demanding continued employment either under contractors engaged by State Bank of Travancore or under State Bank of Travancore directly in electronic data processing work? If justified to what relief the workmen are entitled?

2. The averments of the Claim Statement filed by the Petitioner are as follows :

The petitioner Union is a registered one under the Trade Unions Act at Trivandrum with Registration No. 385 of 1981. The Punch Operators doing the electronic data processing work alone pertaining to the State Bank of Travancore, Trivandrum the first respondent herein are the members of the Petitioner Union.

3. The First Respondent Bank is a subsidiary of State Bank of India. It is one of the Nationalised Banks. The Bank started electronic data processing work in Feb. 1977 and this was being carried on at the Head Office at Poojappura, Trivandrum. From the inception, 47 workers whose names are given in the annexure to the claim statement were attending this work. This work was an integral part of the Bank's business. The work consisted in preparing a consolidated statement of all the inter branch transactions.

4. Originally, the first respondent bank entrusted the work of data processing to Tata consultants from 1977 to 1979. They brought the data processing machine in the Head Office building and the work has done by the persons mentioned in the annexure to the claim statement. Their work was being controlled by the first respondent bank. After 1979, the data processing work was entrusted to the second respondent viz. A.V.T. Software Research Co. Ltd. who in turn sub-contracted it to a number of concerns from time to time and got this work done through the 47 workmen. One of the important feature that has to be mentioned at this stage is that even though the so called contractors or sub-contractors changed from time to time, the workmen remain constant. The workmen did not change with the change of contractors. This shows that the so called contract system was merely a camouflage. They were really employed by the 1st respondent bank through the so called contractors in order to avoid the legal obligations like giving the benefits that are to be paid to Bank employees under the various Bi-partite settlements.

5. The Petitioner Association use to take up the case of these punch operators with the first respondent as well as with the 2nd Respondent. As the respondents used to be very evasive, the petitioner association used to take up

the matters in dispute with the Assistant Labour Commissioner (Central), Trivandrum. It appears that the first respondent bank did not relish the idea of the petitioner association sponsoring the cause of the Punch Operators. They were really apprehensive that the device in employing these punch operators would get exposed at some point of time and the punch operators would claim that they are the employees of the first respondent Bank. Therefore, on 8-3-84, the data processing section in the first respondent Bank was closed, and no reasons were assigned. The entire lot of workers who had been continuously attending to the data processing work for more than 7 years were suddenly thrown out of the employment. This caused so much of hardship to the poor workers that they were forced to offer peaceful satyagraha before the Head Office of the State Bank of Travancore. The District Labour Officer, Trivandrum was good enough to call the parties for conciliation. The Respondent did not choose to attend the conciliation on the plea that the District Labour Officer had no jurisdiction in such matters because according to the Respondent, the Central Government is the appropriate Government to deal with the dispute relating to Banks. Therefore, the petitioner association had to naturally turn to the Asstt. Labour Commissioner (Central) Trivandrum and he got seized of the matter.

6. On 28-7-84, a settlement was reached between the Petitioner Association and the second Respondent. The 2nd Respondent was represented by so called sub-contractors M/s. Gemini Chrome Chemicals Private Ltd. As per the above settlement the workers resumed work from 29-7-84. Though the first respondent was the real employer, they chose to remain in the background and central the entire proceedings on behalf to be so called employer. Releasing that is the data processing section continues to remain in the Head Office, the workman can claim that they are the employee of the bank, the first respondent with *mala fide* intention shifted the data processing section to building at Vellayambalam. There was enough space in the Head Office itself for the data processing work to be carried on. But, for obvious reasons, they shifted it to put up a pretence that the Bank had nothing to do with the Data processing Section and that the employees were not their employees.

7. Just before the Onam Festival in August, 1984, a dispute arose between the Petitioner association and the Respondents regarding the percentage of bonus that was to be paid to the punch operators involved in this dispute. This was brought to the notice of the Asstt. Labour Commissioner (Central) by the Petitioner Association's letter dated 28-8-84. The Asstt. Labour Commissioner (Central) by notice dt. 31-8-84 was good enough to convene a conciliation meeting on 5-9-84 and other days. In spite of repeated notices the Respondent conveniently chose to remain absent in the conciliation. The workmen were even prepared to receive the minimum bonus subject to the matter

being decided according to the bonus Act. Even this, the Respondent did not pay nor did they bother to appear before the conciliation officer. The Conciliation officer sent his failure report on 12-2-85. Surprisingly, on 27-9-84 when the workmen reported for work, the premises at Vellayambalam, was locked. Eversince then, these workmen have not been provided with employment. Since the workmen were unjustly denied employment they conducted a peaceful agitation in front of the Head Office Building of the First respondent Bank. They also raised a dispute before the Asstt. Labour Commissioner (Central) Trivandrum. By notice dated 15-11-84 and 14-1-85 parties were invited for conciliation talks. The first Respondent bank appeared before the Conciliation officer and contended that the punch operators in question were employed by the contractor and not by them, and therefore they were nothing to do with the dispute. The 2nd Respondent, the alleged contractor did not even choose to appear. Under these circumstances, conciliation proceedings failed and the conciliation officer submitted his failure report on 12-2-85 to the Central Government. The Government did not for a long time pass any orders on that report.

8. In the meantime, on 19-10-84 Gemini Chrome Chemicals Pvt. Ltd., claiming to be the employer sent a notice purported to be under Section 25 (FFF) of the I. D. Act, stating that they have decided to close down the undertaking at Vellayambalam with effect from 22-10-84. They sent some compensation and notice pay to be employees. The workman represented by the Petitioner Association refused to receive the compensation, as according to them the lock but was illegal and unjust and they are entitled to their jobs.

9. Since the Government did not pass any orders on the Conciliation failure report dt. 12-2-85, the Petitioner Association was forced to file a Writ Petition in the Kerala High Court in O.P. No. 9473 of 1985. Mr. Justice Sivaraman Nair of the Kerala High Court by a Judgement dt. 15-10-85 directed the Government to pass orders on the Conciliation failure report. It is only thereafter that the Central Government decided to refer the above mentioned two issued for adjudication by the Industrial Tribunal, Madras, as Central Government tribunal by an Order dt. 3-12-85.

10. The Petitioner Association submit that after locking out the Workmen on 27-9-84, the first respondent is getting the same data processing work done by same other clandestine means. They are sending by lorry to Madras the inter branch transactions to the Second respondent and getting these documents processed there. For example the petitioner association understand that on 29-10-85 they sent one such letter No. Acts/17/a/8808 dt. 29-10-1985 to Caravan Books carriers Pvt. Ltd. Trivandrum. Therefore, in substance, the work is going on. The work of data processing of inter branch transactions is an integral part of the working of the Bank. The 47 workmen were doing this though the First Respondent was trying to make

it appear that they were getting it done through the contractors. They were originally working in the premises of the first Respondent bank itself at Poojappura, Trivandrum. Late for certain obvious purposes, it was transferred to Vellayambalam. The officers of the First respondent Bank were controlling these workmen. The benefit of the efforts of these workmen were to the first respondent bank. The so-called contract system viz. asking A. V. T. Software Research Co. Ltd., to undertake this work is merely a force to. If this contract system was a genuine one, then in that case, every time a contractors was changed, he would have brought his complement of workmen. Strangely in this case, as already stated the workmen continued to remain the same even though the contractors kept changing. The Petitioner submits that though the salary was paid through the hand of the 2nd Respondent, it was really the first Respondent bank that was the employer. The petitioner submits that these workmen were really the employees of the first Respondent bank. Merely because they demanded bonus the form a union, their services have been dispensed with. It is a clear case of victimization. Therefore, it is prayed that this Tribunal may be pleased to hold that the Petitioner/ workmen are really employees of the first respondent bank and there was no justification to deny them employment after 27-9-84 and to get the same work done at Madras through the Second respondent, by sending these documents through lorries. Therefore, on issue No. 2, the Petitioners pray that this Tribunal may be pleased to pass an award holding that the State Bank of Travancore viz. the first Respondent was not justified in denying the 47 workmen employment from 27-9-84 or at any rate may be pleased to hold that since the Punch operators have been working for more than 7 years doing the data processing work exclusively relating to the first Respondent Bank, the first respondent Bank has got to employ them. It is therefore, prayed that this Tribunal on Issue No. 2 may be pleased to pass an award holding that the workmen are entitled to employment with first respondent bank to do electronic data processing work together with backwages and other benefits.

11. The Petitioner submits that to their knowledge, the first Respondent bank had not followed the provisions of the Contract Labour (Regulations and Abolition) Act, 1970. They have not got this work done through the licencess mentioned under Sec. 12 of the said Act. The first Respondent Bank had been convicted and sentenced to pay a fine by the Additional Judicial First Class Magistrate, Trivandrum in S.T. Case No. 69 of 1984 for not adhering to the provisions of the said Act. Therefore the Petitioner submits that on the basis of the Judgement of the Madras High Court in *Beast & Crompton* case, the workmen are entitled to contend that in any event they are the employees of the first respondent bank. It is not open to the first Respondent Bank to contend that they were

employed through contractors since they have not adhered to the provisions of that Act. Without prejudice to the above contention, in the event of this Tribunal holding that these workmen were not employed by the first respondent bank by the Second Respondent, it is prayed that this Tribunal may be pleased to hold that there was no justification at all for the Second Respondent denying these workmen employment from 27-9-84 or at any rate after 22-10-84. It will be evident from a parcel way bill dt. 29-10-85 addressed to M/s. Caravan Goods Carriers Pvt. Ltd. Trivandrum that the first Respondent has been sending all the documents relating to inter branch transactions to the second respondent and getting it done at Madras. This was the very work which these workmen were doing for more than 7 years. If the work is there, there is no justification to deny these workmen employment.

12. The petitioner submits that the non-employment after 17-9-84 was not on account of any closure of the establishment. It was really in the nature of lock out. These workmen were locked out merely because they had raised a demand for bonus on the eve of Onam during August, 1984 and had formed themselves into a trade union. These workmen were deprived of employment merely because they formed a union and agitated for the improvement of their service conditions. This would amount to unfair labour practice according to Section 25(T) of the I.D. Act, item 1(b) and No. 6 of the V Schedule to the I.D. Act, introduced by Amendment Act 46 of 1982. It came into force from August 21, 1984. The petitioner submits that the Respondent Bank have terminated the services of these employees, when conciliation proceedings were pending regarding bonus. Hence their action is contrary to Section 33 of the I.D. Act.

13. The petitioner submits that since the workmen were really employed by the first Respondent bank, the question of closure of the contractor establishment does not arise as per issue No. 1. Further, what happened on 27-9-84 was really a lock out. It is an unfair labour practice to lock out workmen merely because they demanded bonus and formed themselves into a trade union. Without prejudice to the contention in para 14 in the event of this Tribunal holds that these workmen were not the workmen of the first respondent bank, it is prayed that this Tribunal may be pleased to hold that the non-employment by the Contractor is not justified as the work is continuing and it is a clear case of victimisation and the workmen are entitled to be provided with the job atleast by the Second Respondent contractor and award backwages and other benefits from the date of their non-employment and an award is prayed for accordingly.

14. The averments of the Counter Statement filed by the First Respondent are as follows :

The second issue is in effect and substance a demand made by the workmen of the Contractor-

Company's establishment software i.e. M/s. Data Software Research Co. Ltd. (formerly known as A. V. Thomas Software Research Co. Ltd.) or their sub-contractors for employment directly under State Bank of Travancore in Electronic data processing work. Admittedly the State Bank of Travancore is not carrying on any electronic data processing work. The State Bank of Travancore does not also have any equipment or facilities to do electronic data processing work. Electronic data processing work is done by Data Software Research Co. Ltd. which has entered into an agreement with State Bank of Travancore for rendering computer services. The said company which had entered into the agreement or its agents had selected and appointed its own workmen for its own business. Such workmen were supervised, controlled and their wages and benefits were directly paid by the company or its agent or officers. The 'Punch Operators' work of punching cards is only part of the preliminary work of data processing. The essential and major part of the electronic data processing work is done on the computer machines by other employees or workmen of the Data Software Research Co. Ltd. The demand of the union is that the workmen as employed by the said company must be appointed in the service of and taken into its employment by the State Bank of Travancore after abolishing the system of entering into agreement or contract for obtaining computer services from the said company. It is submitted that the said demand of the union and the second issue referred by the Government for adjudication are really demand for abolition of Contract system of employment. Abolition of contract system if employment is a matter governed by the Contract Labour (Regulation & Abolition) Act, 1970. Any dispute regarding abolition or regulation of contract labour directly or indirectly can only be done in accordance with the provisions of the said Act and by the authorities constituted under that Act. By reason of the said special enactment governing the matter and creation of special authorities under the said Act for the purpose, the authorities under the Industrial Disputes Act ceased to have any jurisdiction or authority to deal with any dispute or matter concerning or relating to or amounting to regulation or abolition of contract labour. This is well settled by the decisions of Supreme Court and other Courts. It is submitted that the order of reference purporting to refer the aforementioned 2nd issue for adjudication to this Tribunal by the Government of India is incompetent and invalid. The said reference is ultra vires and beyond the authority of the Government under the Industrial Disputes Act in as much as the matters so referred for adjudication contained in the second issue falls outside the scope and purview of the I.D. Act. Therefore this Tribunal cannot entertain or adjudicate the matter under the Second issue and accordingly the matter has to be dropped or rejected by this Tribunal.

15. Without prejudice to the above objections this Respondent submit that the reference of the above dispute against this respondent is, in any event, without jurisdiction and without the authority of law. There is no employer-

employee relationship between the workmen of Data Software Research Co. Ltd. or any other company and the State Bank of Travancore. None of the workmen of the said Data Software Research Co. Ltd. or other company or concern was employed by the State Bank of Travancore at any time in their service. Admittedly, they were all appointed and employed by some other company or concern by State Bank of Travancore. Their wages were paid by their employer company and not by State Bank of Travancore. Their work was controlled and supervised by that company and their officers. There was absolutely no manner of supervision or control by the State Bank of Travancore over any of the said employees or workmen or their work at any time. The State Bank of Travancore had no manner of control, supervision, power of appointment or disciplinary powers in respect of the employees of the company which had undertaken under an agreement to render computer services. The electronic equipments or computer gadgets like punching machines and computer by means of which the electronic data processing was being done belong to the company concerned and not to the bank. The punch cards on which the punching is done by the punch operators also belong to that company. The stationery items required for the work of punch operators and others in respect of the Computer services are all provided by the Company and not by the Bank. The State bank of Travancore does not have any computer or any punching machine. The State Bank of Travancore has not at any time employed any punch operators. The State Bank of Travancore does not have any computer or punching machine for providing such employment. In the absence of any employer-employee relationship between the members of the union, unauthorisedly styled themselves as the 'State Bank of Travancore Punch operators Association' there cannot be any industrial dispute raised by such persons against the State bank of Travancore. The union in this dispute had placed demands and raised Industrial Dispute on behalf of the workmen involved in the dispute with their employers Gemini Chrome Chemicals (P) Ltd. the assets of the contractors and a conciliation settlement was signed under Section 12 (3) of the I.D. Act, in the conciliation proceedings initiated by the Asstt. Labour Commissioner (Central). This settlement is binding and conclusive on the union and all the workmen and their employer and therefore it is not permissible for the union to raise the claims and contention against the State Bank of Travancore in any manner. Several other proceedings were also there between the union and the employer earlier. The alleged dispute is therefore not an industrial dispute under the Industrial Disputes Act, since the persons concerned are not workmen of State Bank of Travancore. It is submitted that the workmen of State bank of Travancore or their union have not raised any industrial dispute at any time in respect of matters specified in the above dispute. Since the so-called dispute is one between the workmen of Data Software

Research Co. Ltd. and the said company, there cannot be any industrial dispute between such workmen of another establishment or employer and state Bank of Travancore. It is submitted that the workmen of State Bank of Travancore or their union have not raised any Industrial Dispute any time in respect of matters specified in the above dispute. Since the so-called dispute is one between the workmen of Data Software Research Co. Ltd. and the said company, there cannot be any Industrial dispute between such workmen of another establishment or employer and State Bank of Travancore. The union cannot also raise any contention contrary to the terms of reference which are binding on them. It is therefore submitted that there is no industrial dispute which can be adjudicated by this Tribunal as against the State bank of Travancore and therefore the alleged dispute referred for adjudication purporting to be against the State Bank of Travancore is Non-existent and incompetent.

16. Without prejudice to the above contentions it is submitted that in any event demands made by the union are devoid of any substance or basis as against the State Bank of Travancore. Admittedly, the members of the said union were all selected, appointed and employed and their services were terminated by their employer namely Data Software Research Co. Ltd., or their agents or sub-contractors. The demand and the issue regarding employment directly in electronic data processing work under State Bank of Travancore is totally unwarranted and unjustified. The State Bank of Travancore does not have any electronic data processing equipments or computer wherein employment can be provided to any such persons. It is preposterous and most untenable for any person or union to raise demands to provide employment in jobs or work which do not exist in an establishment. Even apart from the legality and validity of the demand in the absence of the essential existence of the means of employment in an establishment demand for employment is totally unsustainable. Further, there is no electronic data processing work in State Bank of Travancore. The work of inter-branch and inter-bank reconciliation is done manually by the clerical staff of the bank. Only when there is accumulated arrears or surplus work, it is not done by computer services. Such electronic data processing work is not part of the work of the bank nor is it incidental or necessary and such work is not done by the regular workmen of the bank. Such electronic data processing work is not of sufficient duration. It is therefore submitted that in any event the said issue has to be answered by holding that there is no basis or justification for the demand for employment under the State Bank of Travancore made by the Union for the Punch Operators or contractors.

17. M/s. Data Software Research Co. Ltd. or their agents have closed down their establishment at Trivandrum. Admittedly they had also offered the closure

compensation and all dues payable to their workmen consequent upon the closure of their establishment. It is reported that their workmen have refused to accept the compensation offered to them. Whatever claims and disputes the workmen of Data Software Research Co. Ltd. have, must be taken up and dealt with between the said company and their workmen. The State Bank of Travancore is not in any manner concerned or involved in such matters. The workmen of 2nd Respondent Company or any of the contractor companies can have no manner of claim against the State Bank of Travancore. The State Bank of Travancore is not in any way liable or responsible for any of the claims and contentions advanced by the Union.

18. The several statements and allegations raised by the Union in their claim statement are denied by the State Bank of Travancore. The name adopted by the union itself is deceptive and unauthorised. The punch operators or persons employed by Data Software Research Co. Ltd. or their predecessors are not employees of State Bank of Travancore and it is quite unauthorised for them to assume the name and style of 'State Bank of Travancore' in their Union. The statement that the punch operators are doing the electronic processing work alone pertaining to the State Bank of Travancore is without any substance or relevance.

19. The First Respondent is a subsidiary bank of the State Bank of India, constituted under the State Bank of India (Subsidiary Banks Act 1959.) There was accumulation of Inter branch and inter-bank reconciliation of accounts during the past years. Since the staff of the bank could not clear of the accumulated arrears manually it was decided to entrust such work of inter-branch and inter-bank reconciliation of accounts to companies or concerns rendering computer services. Initially, M/s. Tata Consultancy Services were entrusted with the computer services for a specific period. Thereafter the excess accumulated work was being done by computer services off and on. Such computer services were given on a contract basis after inviting tenders from different competing concerns. The Bank was to pay at a fixed rate for whatever computer service carried out in accordance with the terms of the agreement between the parties. The equipments or machines like punch operating machines and computer machines etc. as well as the stationery and other materials required for the computer service were all to be provided by the computer concern whose tender was accepted. The State Bank of Travancore did not have any of those equipments or machines. The statement of the Union that from the inception 47 workers whose names are given in the Annexure were attending to the work is totally baseless and incorrect. When M/s. Tata Consultancy Services had undertaken the computer services they were employing upto about 14 persons only. At that time the reconciliation work available was also for less than what was available subsequently. The statement that this work is an integral

part of the Bank's business is denied as without any substance. As already submitted the State Bank of Travancore does not have any electronic machines or equipments or computers to do the electronic data processing work or punch operating machines to carry out the work that was being done by the members of the Union. The State Bank of Travancore does not have any such facilities also to carry out such work. Further there is no officer employed in the bank who is acquainted with electronic data processing work to supervise, control or manage such work. It is impossible for the State Bank of Travancore in the absence of any qualified or competent officers acquainted with the work to supervise, control guide or manage any work that was being done by the Punch Operators employed by different companies. The Statement in para 4 that originally the Bank entrusted the work of data processing to Tata Consultancy Services and the work was done by the persons given in the Annexure is not true. As already submitted M/s. Tata Consultancy Services were employing only about 14 persons for the time being and they have never employed 47 persons whose names are entered in the Annexure. The statement that their work was being controlled by the Respondent bank is totally baseless. There was no need or requirement for the State Bank of Travancore to control the work carried on by the workmen like Punch Operators of the contractor concerns. There was no officer or employee in this bank who was acquainted with or qualified to supervise or control the work done by the Punch Operators. The statement that one important feature that has got to be mentioned at this stage was that even though the so-called contractors or sub-contractors changed from time to time the workmen remain constant is baseless and devoid of any substance. The quantum of reconciliation work available from the earlier period and from time to time was varying and it was never a constant quantum requiring employment of a fixed number of workmen as alleged by the Union. The statement that the so-called contractors or sub-contractors in the so-called contract system was merely a camouflage is only a baseless allegation to justify the baseless demands made by the Union against the State Bank of Travancore. There was no question of any so-called contractor or so-called contract system adopted by this Bank. The contract or agreement for the computer service for reconciliation work was real valid and legal and was entered into after inviting tenders from reputed firms in the field and after considering the competitive tenders from different concerns and accepting the lowest tender and entrust the task to that particular company whose tender was accepted. It cannot therefore be denied that there was valid and proper contract between the Bank and different companies or concerns from time to time for the computer services. The statement that the punch operators were really employed by the respondent bank through the so-called contractors in order to avoid the legal obligations like the benefits that are to be paid the Bank's employees under the various bi partite agreements is totally baseless and malicious. As already submitted it

is impossible for the Bank to do the computer services. The reconciliation work can be done by the staff of the bank manually. Therefore there is absolutely no basis in the allegation made by the Union that the so-called contractors were employed to avoid the legal obligations like giving benefit that are to be paid to bank employees.

20. The allegations in para 6 are denied. The Union has been making unfair and malafide attempt to force the workman of other companies on the Respondent-Bank. The allegation that on 8-3-1984 the Data Processing Section in the 1st Respondent Bank was closed and no reasons were assigned and the entire workman who were attending to the data processing work were suddenly thrown out of employment is totally baseless. For whatever decision or actions taken by the computer companies the Respondent bank is not in any manner responsible. The said allegations are made only to justify the attempt of the Punch Operators of the Computer companies to force themselves upon the Respondent Bank and secure employment in the Respondent Bank.

21. The Union has admitted that on 28-7-1984 they had arrived at a settlement between themselves and the 2nd respondent company or their agent. The said settlement arrived at under the provisions of the Industrial Disputes Act conclusively and categorically establishes the actual employer-employee relationship between the Punch Operators and their employer. In the face of the said settlement it is not permissible for the Union to raise the several baseless and untenable contentions made in the claim statement against the Bank. The said settlement having been arrived at under the provisions of the Industrial Disputes Act is binding on the Union and all its members who are claiming to be Punch Operators. It is therefore submitted that the several claims and demands made by the Union in the claim statement against the State Bank of Travancore are liable to be rejected as unsustainable and devoid of any merit by force and virtue of the said settlement admittedly signed by the Union and the employer of their workmen. The allegations and contentions contained in paras 8 and 9 are without any substance or relevance. The said allegations made against the Bank are devoid of any bonafides.

22. The statement in para 9 that just before the Onam festival a dispute arose between the petitioner association and this Respondent regarding the percentage of bonus is false. No such dispute could arise or had arisen at any time between the Union and the State Bank of Travancore. Payment of bonus or percentage of bonus was a matter to be settled between the Punch Operators and their employer. The Data Software Research Co. Ltd. or their sub-contractors. Therefore the matters referred to in paras 9 and 10 regarding the closure of the establishment are all matter concerning Data Software Research Co. Ltd. and their workmen and not concerning the Respondent-bank. With the malafide intention of forcing themselves into the

employment of the Respondent Bank the Union resorted to unlawful agitation and abstraction before the Respondent Bank for considerable time. There was no justification for them to resort to nay agitation against the Respondent Bank. The petitioner and its members having signed a binding settlement under the Industrial Disputes Act with M/s. Gemmi Chrome Chemicals Pvt. Ltd. as the agents or sub-contractors of Data Software Research Co. Ltd. cannot now dispute the payment of compensation given to them by the said employer. Therefore the contentions in para 12 are devoid of any substance. M/s. Gemmi Chrome Chemicals Pvt. Ltd. to whom Data Software Research Co. Ltd. appears to have entrusted the work are paying the wages and other benefits to the workers. Therefore consequent upon the closing down of their establishment they were liable to pay the closure compensation and which they had admittedly paid but have not been accepted by their workmen.

23. Regarding the averments in para 13 this Respondent had no notice of the writ petition filed in the High Court of Kerala and the Judgment stated to have been passed thereon. The allegation in para 14 is denied as totally unwarranted and baseless. The Respondent has not locked out any of its workmen at any time. There is no question of this Respondent locking out the workmen of other companies or concerns. The Data Software Research Co. Ltd. is continuing to render the computer service. The allegation that work of data processing of inter branch transaction is an integral part of the working of the bank is not true and is denied. The work of inter branch reconciliation is being done by the Bank's staff manually. There is no facility or equipment for the Bank's staff to do such work by means or data processing or by similar devices. Therefore it is baseless to say that Data processing work is an integral part of the working of the bank. Further statement that 47 workmen were doing this is also baseless and is denied. The performance of computer service jobs by the contractor whether it is done in the Bank's premises or elsewhere is totally irrelevant. The statement that officers of the 1st Respondent Bank were controlling those workmen is absolutely baseless and false. It was entirely the work and responsibility of the contractor company to get the service carried out and done by them. There was no question of any control or supervision to be exercised by the bank. There was no employee or officer of the bank acquainted with or qualified in the electronic data processing or computer operation to control the workman or their work in any manner. It is equally untenable to say that the benefits of the efforts of the workmen were to the 1st Respondent Bank. The benefits of the efforts of the workmen were to their employer company and not to be Bank. The allegation that the so-called contract system namely asking A. V. Thomas Software Research Company to undertake this work is merely is farce is baseless and untenable one. Whether any particulars contractor had changed the workmen or some workmen employed by the former

contractor was re-employed by the subsequent contractor are all matters which do not concern the Respondent bank in any manner. At any rate the allegation of the union that the 47 workmen continues though right from the inception of the Tata Consultancy is totally baseless and false. On the very fact the quantum of work of reconciliation varied from time to time the contention of the Union is devoid of any substance. The statement that "though the salary was paid through the hand of the 1st Respondent it was really the Respondent-bank that was the employer" is a malicious and baseless allegation to support the false claims made by the Union against the respondent bank. The statement that the workmen were really the employees of the Respondent Bank and merely because they demanded bonus and formed a union their services have been dispensed with are all false and baseless allegations. As already submitted the Respondent bank had at no time employed any such workmen. No wages or benefits were paid by the respondent bank at any time to any such workmen directly or indirectly. There was absolutely no employer-employee relationship between the said persons and the Respondent-Bank. Appointment in the service of the Respondent bank is done according to the rules and notifications issued by the Government of India. The Respondent bank can employ or appoint any employee only through the Banking Service Recruitment Board constituted by the Government of India. The respondent bank has no power or authority to employ any person other than those who are selected and recruited by the said statutory Board. The prayer to hold that the petitioner workmen are really employees of the Respondent Bank and there was no justification to deny them employment and to get the same work done at Madras are totally unsustainable. There is no basis for this Tribunal to accept the prayer made by the union. The claim that the Respondent Bank was not justified in denying 47 workmen employment after 27-9-1984 is baseless and contradictory to even the admitted facts, the order of reference and the binding conciliation settlement signed by the union of the workmen and their employer. The claim that the respondent bank has to employ the punch operator is most untenable.

24. The allegations and contention in para 15 are denied. It is submitted that the computer firms or companies had appointed the Punch Operators of their regular employees on their own terms and conditions. The said firms or companies are rendering computer services to several other banks and concerns as their regular services business activities. Such firms or companies are not sole or exclusive agents to render computer services to State Bank of Travancore. The workman of concerns or companies rendering different services cannot claim employment with their customers. There was no hiring of contract labour in respect of such appointment and employment of the Punch operators by the Computer concerns. Since the Punch strictly speaking there was no question of the Contract

Labour operators were not hired contract labour (Regulation & Abolition) Act becoming applicable. However the Respondent bank had also complied with the requirements of the said Act.

The attempt of the Petitioner is to make out a case according to the judgement of the High Court of Madras in the case relating to Best and Crompton Ltd. The facts of the said case are totally inapplicable to the case of the Petitioner union. The said case is not applicable in any manner to the Respondent bank. The petitioner union is the seek its remedies and reliefs against the employer of the Punch operators namely Data Software Research Co. Ltd. or their Sub-contractors. The workmen are not entitled to any claim against the Respondent Bank in any manner. It is therefore prayed that an award may be passed accepting the contentions of the Respondent Bank.

25. The averments of the Counter statement filed by the Second respondent are as follows:—

At the outset, this Respondent states that the claim statement is bad for both non-joinder and mis-joinder. The respondent states that the name of the Company formerly known as A.V. Thomas Software Research Co. Ltd. was changed to Data Software Research Co. Ltd. and as such, as on date there is no entity known as A.V. Thomas Research Co. Ltd.

26. This Respondent is not a necessary or proper party in these proceedings since none of the workers detailed in the Annexure to the claim petition were employed by them at any time and in fact it is borne-out by records that the said workers were admittedly employees of M/s. Gemini Chrome Chemicals (P) Ltd. The successors -in-interest of DATASERV. This respondent should not have been impleaded as a party and that M/s. Gemini Chrome Chemicals (P) Ltd. are a necessary party to these proceedings.

27. This respondent submits that the claim statement is vague and contradictory in nature, in that it is not clear from the claim statement, whose employees the Petitioners claim to be. The claim petition proceeds on the basis that the workers are employees of the 1st respondent, with a vague reference to M/s. Gemini Chrome Chemicals (P) Ltd. as the employers and then, in the ultimate paragraph, there is a desperate attempt to fasten liability on that Respondent, if they are held not to be employees of the other alleged employers. The respondent submits that the petitioners have to determine and specify whom they claim as their employers, since this position is not clear from the claim statement filed by them.

28. This respondent has been unnecessarily and frivolously dragged into these proceedings even though no cause of action has been disclosed against them in the petition and therefore prays that this Tribunal may be pleased to dismiss this claim petition as against them in limine on this ground alone.

29. At no time were any workers detailed in the annexure to the claim statement employed by them. They are not aware nor concerned with the dealings of the 1st respondent prior to their contract with the 1st Respondent. The respondent denied that 'The so-called contract' was merely a camouflage since the workers were never their employees at any stage. The petitioner association had any dealing with them at any stage. This respondent denies that any settlement was reached between this Respondent and the petitioner association on 28-7-1984 or on any other date.

30. This respondent also denies that it was represented by M/s. Gemini Chrome Chemicals (P) Ltd. This respondent understands that M/s. Gemini Chrome Chemicals (P) Ltd. attended the various meeting on their own accord and in their own capacity. This Respondent is not aware of the various proceedings and meetings alleged to have been taken place with M/s. Gemini Chrome Chemicals (P) Ltd. the 1st respondent and petitioner but since they do not concern this respondent, it does not choose to comment on the same. This Respondent did not appear in any proceedings since they were not necessary parties.

31. This respondent denies that the salaries of the workers were paid from the bank through them or that the said workers were either the employees of the bank or of this respondent. This respondent states that it has no establishment whatsoever in Kerala, and did not employ any of the workers detailed in the Annexure to the claim statement. This respondent reserves its right to file an additional counter statement, if necessary. As such, this respondent submits that this claim petition is liable to be dismissed with exemplary costs as against them and render justice.

32. On the side of Petitioner, W1 Thiru Chandrasekara Nair and W2 Thiru P. Lakshmanan were examined as Ex. W.1 to W.17 were marked. On the side of Respondent, M.W.1 Thiru Sashindran was examined and Exhibits M.1 to M.30 were marked.

33. Initially, on 11-9-1989 an award was passed in I.D.No.86/85 by this Tribunal rejecting the claim of the Petitioner union as against the award in I. D. No. 86/85 dt. 11-9-89 Writ Petition No. 3684/90 was filed by the Petitioner Union before the Hon'ble High Court and Hon'ble High Court on 27-10-98 was pleased to set aside the award to the extent of the finding that the Industrial Tribunal has no jurisdiction to decide the dispute relating to Contract Labour Act and the matter was remanded back to the Industrial Tribunal to decide whether the contract is sham or genuine following the principles laid down by the Supreme Court in Gujarat Electricity Board's case (AIR 1995 SC. P 1893) and that the Tribunal can take into consideration of the evidence already adduced by both the parties in deciding the matter and the liberty was given to both the parties to adduce fresh evidence if they so

desire to substantiate their contention etc. The First Respondent/Bank preferred W. A. No. 132/99 before the Hon'ble High Court as against the orders passed in W. P. No. 3684/90 dt. 27-10-98 and the Hon'ble High Court on 12-4-1994 has observed that the order passed in the Writ petition remanding the matter back to the Tribunal directing it to make out the finding cannot be considered as erroneous and hence dismissed the Writ appeal.

34. After remand in I. D. No. 86/85 pending on the file of this Tribunal, no additional evidence was let in on both sides and no additional documents were marked.

35. The points that arise for consideration are :

- (1) Whether the Petitioner's union has sufficiency of interest to raise an Industrial Dispute under the I.D. Act?
- (2) Whether the contracts are Sham or genuine ?
- (3) Whether the closure of Contractor's establishment dealing with Electronic Data Processing attached of State Bank of Travancore, Trivandrum w.e.f. 27-9-84 was legal and justified? If not to what relief the workman concerned are entitled ?
- (4) Whether the State Bank of Travancore Punch Operators Association is justified in demanding continued employment either under contractors engaged by State Bank of Travancore or under State Bank of Travancore directly in Electronic Data Processing work ? If justified to what relief the workman are entitled ?

36. Point No. 1 :

According to the learned Counsel for the Petitioner's Union Thiru N.C.R. Prasad the Punch Operators doing the electronic data processing work alone in respect of the 1st Respondent/State Bank of Travancore are the members of the Petitioner's union and that the bank started electronic Data Processing work in Feb. 1977 and the 1st Respondent/bank originally entrusted the work of data processing to Tata Consultants from 1977 to 1979 and they brought the data processing machine to the Head Office building and the work was done by the 47 persons mentioned in the annexure to the claim statement and their work was controlled by the 1st Respondent/bank and after 1979, the Data Processing work was entrusted to the A.V.T. Software Research Co. Ltd. who in turn sub-contracted it to a number of concerns from time to time and even though the so-called contractors or sub-contractors changed from time to time the workmen remained constant and the so called contract system was merely a camouflage and 47 workers were really employed by the First Respondent/bank through the contractors in order to avoid the legal obligation like claiming the benefits, etc. and on 8-3-1984 the Data Processing Section in the first respondent/bank

was closed and on 28-7-1984 a Settlement was reached between the Petitioner Union and the Second Respondent and on 27-9-84 when they reported for work the premises at Vellayambalam was locked and that because of the workers demanding bonus and formed a union their services were dispensed with and that the respondent/bank have terminated the services of the employees when conciliation proceedings were pending regarding the bonus and in fact, these workmen were really the employees of the first respondent/bank and therefore the petitioner has *locus standi* to raise the present dispute.

37. The Learned Counsel for the 1st Respondent/bank urges that the first respondent/bank had no control, supervision power of appointment or disciplinary powers in respect of the employees of the company which undertook under an agreement to render computer services and the 1st Respondent/bank does not have any computer or punching machine and the punching operators were not employed by the bank at any time and in the absence of employer/employee relationship between the members of the union there cannot be any industrial dispute raised by such individuals, against the bank and since the dispute is between the workmen of Data Software Research Co. Ltd, and the said company there cannot be an Industrial Dispute between such workmen of another establishment or employer and the State Bank of Travancore and therefore, the Petitioner's union has no *locus standi* to raise the present dispute.

38. The learned counsel for the 1st Respondent/bank placed reliance on the decision 2003-III LLJ p. 289 between Oil and Natural Gas Corporation Limited, K.G. Project, Rajahmundry and N. Satyanarayana and others, wherein it is held that :

"Petitioner-O.N.C. Corporation challenged in these petitions proceedings instituted by contract labourers before the Industrial Tribunal under Sec. 2A(2) of the Industrial Disputes Act, 1947, as not maintainable. The High Court allowed the petitions. It observed contract labour could never be treated as workmen of the Principal Employer (Petitioner) here and relationship of employer and workman did not exist between them. Applications of contract labourers before the Tribunal under Section 2-A(2) of the Industrial Disputes Act, 1947 (as amended in Andhra Pradesh) were held therefore not maintainable."

39. The Learned Petitioner's Counsel relied on (1978) 4 Supreme Court cases 257 between Humainbhai, Calicut Vs. The Alath Factory Thozhilali Union, Kozhikode and others wherein it is held as follows :

"The Petitioner is a factory owner manufacturing ropes. A number of workmen were engaged to make ropes but they were hired by contractors who had

executed agreements with the Petitioner to get such work done. When 29 of those workmen were denied employment, an industrial dispute was referred by the State Government and the award was attacked on the ground that the workmen were not workmen of the Petitioner but only of the contractor. The High Court rejected the contention. Dismissing the appeal, the Supreme Court :

Held : The facts found are that the work done by the workmen was an integral part of the industry concerned, that the raw material was supplied by the management, that the factory premises belonged to the management, and that the finished product was taken by the management for its own trade. The workmen were broadly under the control of the management and defective articles were directed to be rectified by the management. This concatenation of circumstances is conclusive that the workmen were the workmen of the petitioner."

40. At this juncture, it is relevant to point out that a dispute between an individual workman and the employer is not an industrial dispute under the I.D. Act, unless it is espoused by a union of workmen or by a considerable number of employees. In workmen of M/s. Dharampal Premchand (Saughandhi) Vs. Dharampal Premchand (Saughandhi) 1965 (11) FLR 53, the Hon'ble Supreme Court has observed as follows :—

"For the purpose of Section 2, it should be established that :

- (1) The dispute is connected with the employment or non employment of workmen;
- (2) A dispute between a single workman and his employer was sponsored or espoused by the union of workman or by a number of workmen. The Phrase the union, merely indicates the union to which the employee belongs even though it may be a union of a minority of the workmen.
- (3) The establishment had no union on its own and some of the employees had joined the union of the another establishment belonging to the same industry. In such a case, it would be open to that union to take up the cause of the workmen if it is sufficiently representative of those workmen, despite the fact that such union was not exclusively of the workmen working in the establishment concerned."

41. As a matter of fact, even a minority union can raise a valid industrial dispute within the meaning of Section 2(k) of the I.D. Act as per decision 1995 (3) LLJ (Suppl.) P. 130 between Indian Aluminium Co. Ltd., Vs. Industrial Tribunal.

42. It is represented on behalf of the 1st Respondent/bank that the Industrial Tribunal cannot decide the dispute relating to non-workmen. In AIR 2004 S.C. P. 3905 *Mukund Ltd. Vs. Mukund Staff and Officers Association* it is held as follows :

"Industrial Disputes Act (14 of 1947), S.S. 10, 2(k) 18—Reference—Jurisdiction of Industrial Tribunal to decide—Tribunal cannot decide dispute relating to non-workmen—Reference held was limited to dispute between company and its workmen—Tribunal being creature of reference—cannot decide dispute of non-workmen not referred to it."

43. W.W.1 Thiru Chandrasekara Nair has deposed that from the year 1983 onwards, he is the President of the Petitioner's Union and the Punch Operators concerned in present dispute are members of this association and the 47 persons mentioned in the annexure were working from 1977 to 1983 and that the Data Processing the integral part of the banking business and the petitioner union want that the punch operators to be employed by the Respondent/bank, and they are making demands on behalf of the Punch Operators with State Bank of Travancore for absorbing the Punch Operators in the bank and also for other benefits and that 47 employees found in the annexure to the claim statement should be absorbed in the State Bank of Travancore with continuity of service and other attendant benefits and that the workmen were directly employed by the State Bank of Travancore and that the State Bank of Travancore employees Union is the major recognised union of which the petitioners herein are not members, but they have separate union by name State Bank of Travancore Punch Operators Association and other then the 47 members for whom the claim is made, there are no other members in that association and that 47 petitioners were employees of State Bank of Travancore, but working under Tata Consultancy and from 1979 they were working under the Second respondent. W.W.2 Thiru P. Lakshmanan in his evidence has deposed that he worked as Punch Operator in the State Bank of Travancore from 1977 to 1983 and that he was appointed by the Interview Committee after interview and that the concerned Bank Officer at that time used to give instructions by calling all the Punch Operators how to change the format punching cards etc.

44. M.W.1 Thiru Sashindran, Officer of 1st Respondent/Bank has deposed the bank is not carrying on any electronic Data Processing work of its own and the bank gives Data Processing work to outside contractors and punching card format is a preliminary work of the Data Processing and bank did not have any establishment for Data Processing work and he does not know the President of the Punch Operators Association and that he is aware that Mr. Chandrasekara Nair is connected with the Punch Operators Association and that the Punch Operators were doing the work only relating to the bank.

45. It is to be pointed out that the definition of 'Industrial dispute' is worked in very wide term and unless they are narrowed by the meaning given to the work 'workmen' it seems to include all 'employers', all 'employment' and all 'workmen' whatever the nature are the scope of employment may be as per decision (1943) AC 166, @p. 185 (HL) between *National Association of Local Government Office Vs. Bolton Corporation*.

46. In (1949) LLJ p. 245, @ 249, *Western India Automobile Association Vs. Industrial Tribunal*, the words of the definition is paraphrased as "any dispute which has connection with the workmen being in, or out of service or employment". As a matter of fact, the term 'industrial dispute' means that the dispute must be such as would affect large groups of workmen and employers, ranged on opposite sides as per decision (1953) 1 LLJ p. 195 @ 199 *D.N. Banerji Vs. P.R. Kulkherjee*.

A single employee's dispute may also develop into an industrial dispute, when it is taken by a union or number of workers, who make a concerted demand for redress.

47. At this juncture, it is significant to point out that it is only a collective dispute that can constitute an 'industrial dispute'. In a collective, dispute, all that is essential is that the dispute, in order to convert as an 'Industrial Dispute' should have the support of the substantial section of the workmen concerned in the establishment as per decision (1961) 1 LLJ 288 @ 294 (Madras) between *working Journalists of the Hindu Vs. 'Hindu'*. Even the minority group of workmen of an establishment can make a demand and raise an 'industrial dispute' which is in a proper case may be referred for adjudication as per decision (1960) 1 LLJ p.49 @ 496(SC) *Associated Cement Companies Ltd. Vs. Their workmen*. As a matter of fact, no hard and fast rule can be prescribed as to the number of workmen whose association will convert an 'industrial dispute' into an industrial dispute. It is to be noted that the number of workmen must, however, be such as to lead an inference that the dispute is one which affects the workmen as a class. To convert an 'industrial dispute' into an 'industrial dispute' it is to be established that it was taken up by the union of employees of the establishment or by an appreciable number of employees of the establishment. It is necessary to enquire as to whether the union which has sponsored the dispute, can fairly claim a representative character in such a way that its support to the cause would make the dispute an on Industrial dispute as per decision 1968 Lab. IC 1259, @ 1267, between *Shree Gopal Paper Mills Ltd. Vs. State of Haryana*.

48. It is pertinent to make a mention that what a substantial number of workmen would be, in a given case would depend on the particular facts of the case. Moreover, once it is shown that a body of substantial number of workmen, either acting through a union or otherwise had sponsored the cause, it would be sufficient to convert it

into an industrial dispute as per decision (1960) II LLJ p. 37 @ 38 Newspaper Limited Vs. State Industrial Tribunal.

49. In regard to the time of espousal is concerned, it is to be noted that the existence of the interest of the workmen as a community, evidence by the espousal of the cause must be on that date when the reference is made and not necessarily on that date when the cause occurs, otherwise in some cases a dispute which was originally an individual one may never be able to become an industrial dispute as per decision (1970) II LLJ p. 256 (SC) between Western India Match Company Workers Union. The burden of proof rests on the party who contends that the dispute is an 'industrial dispute' to establish that fact, upon which the jurisdiction of the tribunal lies.

50. It is to be pointed out that the term 'employment' or 'non-employment' have not been defined in the Act, but the term 'employment' refers to a condition in which a Homo sapien is kept occupied in executing any work and it means not only an appointment to any office for the first time, but also the continuity of appointment, as per decision AIR 1957 (PAT) 617 Sukhmandan Thakur Vs. State of Bihar.

51. In 2001 II LLJ p.763 @ 770 Daral Fritz Werner Ltd. and others and State of Karnataka, it is observed that :

"Workman would mean any person employed in connection with the work of any establishment whether he is hired with or without the knowledge of the Principal employer."

52. As a matter of fact, the expression 'Industrial dispute' covers a dispute connected with non-employment of any person and the appropriate Government can be approached for reference in such matters only as per decision 1992 (65) FLR-1 Workmen of Meenakshi Mill Ltd., Vs. Meenakshi Mill. Moreover, it is held in 1999-II LLR p.570 (Delhi) between Delhi Municipal Workers Union Vs. Management of M.C.D. that :

"a dispute between an employer and his workmen which is connected with non-employment of any person can be an industrial dispute."

53. It is to be noted that as far as espousal is concerned, there is no particular form to effect such espousal. The definition of the term 'employer' as per Section 2(g) of the I.D. Act is neither exhaustive nor inclusive and in fact, the term 'employer' must be given its ordinary grammatical meaning as per decision 1984 Lab IC p. 1235, Workmen of Swatantra Bharat Mills Canteen Vs. Management of Swatantra Bharat Mills.

54. The 47 employees found in the annexure to the Claim Statement through the Petitioner's union do have a substantial interest in the subject-matter of the dispute and these employees were said to be attending the Electronic Data Processing Work, which was claimed to be an integral part of bank business and since it is pleaded that contract system is only a farce etc., and since the term

workmen would mean persons employed in or in connection with the work of any establishment whether they are hired with or without the knowledge of the Principal employer and since the 47 employees found in the annexure are worried about employment and pleaded that they were always the employees of the principal employer/1st Respondent bank and claim backwages and other benefits and service conditions, this Tribunal comes to the conclusion that the Petitioner's union has sufficiency of interest to raise an Industrial Dispute under Sec. 2(k) of the I.D. Act, since raising of such dispute or adjudication of such dispute is not barred under Sec. 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and the point is answered accordingly.

55. POINT No. 2 : The learned Petitioner's counsel contends that the first respondent/bank is a subsidiary of State Bank of India, and it is one of the nationalised banks and that the 1st Respondent/bank started the Electronic Data Processing Work in February 1977, and the work was carried on at Head Office at Poojapura Trivandrum and the work of Data Processing was an integral part of bank business and this work of Data Processing was entrusted to Tata Consultants from 1977 to 1979 by the Bank and the Tata Consultants brought the Data Processing machine to the Head Office building and the work was done by the 47 employees mentioned in the annexure to the claim statement and their work was controlled by the 1st respondent/bank and after 1979, the Data Processing work was entrusted to A.V.T. Software Research Co. Ltd. who is turn sub contracted to number of concerns and got the work done through the said 47 employees and even though the so-called contractors sub-contractors changed from time to time the workmen remained constant and the workmen were not changed with the change of contractors and this establishes that the so-called contract system was merely a camouflage and the 47 workmen employed by the 1st respondent/bank through the contractors were really employed by the bank so as to avoid legal obligations like granting of the benefits to them on par with bank employees under various settlements and that the petitioner's association sponsored the cause of the Punch Operators and on 8-3-1984 the data processing section was closed in the first respondent/bank for which no reasons were given and when the settlement was reached on 28-7-84 between the petitioner association and the second respondent which was represented by the sub contractor M/s. Gemini Chrome Chemicals (P) Ltd. and that the 1st respondent/bank who was the real employer shows to remain in the background controlled the entire proceedings on behalf of the employer and that the 1st respondent/bank with mala fide intention shifted the data processing section to a building at Vellayambalam, even though there was enough space in the Head Office itself for carrying out the data processing work, the bank for obvious reasons shifted the data processing section to put up a show that the bank was

nothing to do with the data processing section and that employees were not their employees and that the bonus dispute arose in August 1984 before the Onam festival and the respondents remained absent in the conciliation and the failure report was sent on 12-2-85 by the Conciliation Officer and for the notice dt. 15-11-84 and 14-1-85 when parties were invited for the conciliation talks the 1st respondent/bank appeared before the Conciliation Officer and contended that the Punch Operators were employed by the contractor and not by them and the Second Respondent, the alleged contractor did not appear before the Conciliation Officer and on 19-10-84 the Gemini Chrome Chemicals (P) Ltd. through a notice purported to be under Section 25 (FFF) of the I.D. Act stated that they decided to close down the undertaking at Vellayambalam w.e.f. 22-10-84 and sent some compensation and notice pay to the employees and the employees represented by the petitioner's union refused to receive the compensation, since the lock out was illegal and unjust etc. and after the lockout, on 27-9-84, the 1st respondent is getting the same data processing work done by the some other means and they are sending by lorry to Madras the inter branch transaction to the Second Respondent and get the documents processed there and the benefit of the efforts of the 47 workmen where to the first respondent/bank and that on 29-5-1985 the bank sent a letter to Caravan Book Carriers (P) Ltd., Trivandrum and hence in substance the work is going on and that the Contract system viz. requiring A.V.T. Software Research Co. Ltd. to undertake the work is merely a farce and if the contract system was a genuine one then every time a contractor was changed he would have brought his complement of workmen and though the salary was paid through the hand of the second respondent it was really the 1st respondent/bank was the employer and that the 47 employees were really the employees of the bank and therefore the contracts in the present case are sham one and they are not genuine.

56. The Learned Petitioner's Counsel in support of his contention that the 47 employees are the workmen of 1st respondent/bank relied on the decision (1983) 4 S.C.C. 464 *M/s. Shining Tailors Vs. Industrial Tribunal II, U.P. Lucknow and others*, wherein it is held as follows :

"Industrial Disputes Act, 1947 Section 2(5)—'Workmen'—Tailoring establishment—Payment on piece-rate by itself does not disprove the relationship master and servant—on facts, the right to reject the work or to refuse further work, held established master-servant relationship U.P. Industrial Disputes Act, 1947 Section 2(2)."

57. The learned Petitioner's counsel relied on the decision (1978) 4 Supreme Court cases 257 between *Hussainbhai, Calicut Vs. The Alath Factory Thozhilali Union, Kozhikode and others*, wherein it is held as follows :

"The petitioner is a factory owner manufacturing ropes. A number of workmen were engaged to make ropes but they were hired by contractors who had executed agreements with the petitioner to get such work done. When 29 of those workmen were engaged to make ropes but they were hired by contractors who had executed agreements with the petitioner to get such work done. When 29 of those workmen were denied employment, an industrial dispute was referred by the State Government and the award was attacked on the ground that the workmen were not workmen of the petitioner but only of the contractor. The High Court rejected the contention. Dismissing the appeal, the Supreme Court

Held : The facts are that the work done by the workmen was an integral part of the industry concerned, that the raw material was supplied by the management, that the factory premises belonged to the management, that the equipment used also belonged to the management, and that the finished product was taken by the management for its own trade. The workmen were broadly under the control of the management and defective articles were directed to be rectified by the management. This concatenation of circumstances is conclusive that the workmen were the workmen of the petitioner."

58. The learned Counsel for the petitioner relied on the decision (2003) 7 Supreme Court cases 488 *Mishra Dhatu Nigam Ltd., and others Vs Venkataiah and others*, wherein it is held as follows :

"Labour Law Canteens—Regularisation of Canteen workers—Statutory—Canteens run by contractor—employees of—Held, deemed to be employees of the principal employer—Factories Act, 1948—S.46 Industrial Disputes Act, 1947—S.2 (a)—Contract Labour (Regulation and Abolition) Act, 1970—S.10—Principal employer and contract labour—Master and Servant relationship—Andhra Pradesh Factories Rules, 1950, Rs. 65 and 71."

59. The learned Petitioner's Counsel urges that the first respondent/bank was a real employer for the 47 employees in question and the 1st respondent/bank controlled the entire proceedings on behalf of the so called contractor employer and there is a relationship of employer and employee between the 1st respondent/bank and the 47 employees and in support of his contention, he relied on the citation (1974) 3 Supreme Court cases 498 @ 499 *Silver Jubilee Tailoring House and Others Vs. Chief Inspector of Shops and Establishments and Another*, wherein it is held as follows :

"When the tailors generally attend the shop every day if there is work and different rates are fixed for them according to their skill and their work is checked then even though there may be no regular hours of work or obligation to attend every day

and the tailors could take the work home, there was relationship of employer and employee between the tailoring shop and tailors”.

60. According to the Learned Counsel for the 1st Respondent/Bank, the first respondent/bank was not varying on any electronic data processing work and that the Data processing Research Co. Ltd. was doing the electronic Data Processing work and the said company entered into the agreement or its agents selected and appointed its own workman for its business and such workman were supervised control and in fact their wages and benefits were directly paid by the company or its officers or agents and there is no employer and employee relationship between the workmen of Data Software Research Co. Ltd. or any other company and the State Bank of Travancore and that none of the employees of the Data Software Research Co. Ltd. are concern or other company were employed by the 1st Respondent/bank at any time during the service and there was no manner of control or supervision by the 1st Respondent/bank over any of the employees of the company and that the bank had no control, supervision power of appointment or disciplinary powers in regard to the workers of the company who undertook to render computer services under an agreement and the bank has not employed any Punch operator at any time and since the staff of the bank would not clear of the accumulated arrears manually and initially M/s. Tata Consultancy Services were interested with the computer services for a specific period and thereafter the excess accumulated work was done by computer services off and on and such computer services were given on a contract basis after inviting tenders from different competing concerns and as per the terms of agreement between the parties the bank must pay at a fixed rate for whatever computer service carried out and punch operating machines and computer machines etc. as well as the Stationary and other materials required for the computer services were all provided by the computer concerns whose tender was accepted and the 1st respondent/bank did not have any of these equipments or machines and the 1st respondent/bank does not have any facility to carry out the work done by the petitioner's union and there was no officer employed in the 1st respondent/bank who was acquainted with the electronic process work to manage or control or supervise that work and that the Tata Consultancy Services employed only 14 persons for the time being and they never employed 47 employees and there was no requirement for the 1st Respondent/Bank to control the work done by the workmen like punch operators of the contractor companies and that the contract or agreement for the computer services, for reconciliation work was real legal veiled and was entered into after inviting tenders and after taking into account the competitive tenders from various concerns and accepting the lowest tender and entrust the task to the particular company whose tender was accepted and therefore the contracts are genuine and true one.

61. The learned 1st Respondent/Bank's counsel relied on the decision (1974) 1 LLJ p. 459 between the Management of Crompton Engineering Company (Madras) Private Ltd. and the Presiding Officer, Additional Labour Court, Madras and 3 others, wherein it is held as follows :

“Constitution of India, Art. 226—Writ petition to quash an award of Industrial Tribunal—Crompton Engineering Co. employing respondents 2 to 4 temporarily for a specific period or in respect of particular contract work—Respondents 2 to 4 raising an Industrial dispute regarding their non-employment—Dispute referred for adjudication—Labour Court holding that even casual workers are included in the definition of workmen as defined in S.2 (a) of the Act and ordered reinstatement—Held, the Labour Court committed an error in coming to the conclusion—Respondents 2 to 4 were not permanent employees—They were appointed only for specific period or particular work and their employment automatically came to an end as soon as the period was over or the work was over—Award of reinstatement set aside.”

62. The learned 1st Respondent/Bank's Counsel cited (2006) 3 Supreme Court cases 674 between A. P. SRTC and others V.G. Srinivasan Reddy and others, wherein it is observed as follows :—

“Labour Law—Contract Labour—Absorption—Entitlement to—Nature of work for which contract labour engaged—Relevance of—Held, following Steel authority case, (2001) 7 SCC 1, whether or not a prohibition notification has been issued under S.10(1), CLRA, 1970 contract labour is not entitled to automatic absorption by the principal employer—To obtain entitlement to absorption, contract labour must establish before Industrial Court/Tribunal that the contract-labour system was only a ruse/camouflage to avoid granting labour law benefits to them, and there existed a direct relationship of employer and employee between the principal employer and them—In the present case, High Court could not have directed absorption of the respondent—High Court further erred in directing absorption on the ground that work for which respondents were engaged, as contract labour were also not entitled to benefit of absorption/regularisation on the basis of the circular dated 1-9-1988 issued by the appellant employer, as it specifically excluded contract labour—Contract labour (Regulation and Abolition Act 1970—S.10. Applicability—Absorption was perennial in nature—Moreover, respondent contract labour/Labour law—Contract labour—Absorption—Contract labour system

whether ruse/camouflage—Appropriate forum for determining—Held, said question has to be adjudicated by Industrial Tribunal Court and not by High Court in its writ jurisdiction—Constitution of India—Art. 226.”

63. The learned 1st Respondent/Bank's Counsel relied on the decision 2002-I-LLJ p. 237 between Hari Shankar Sharma and others and Artificial Limbs Manufacturing Corporation and Others, wherein it is held as followed:

“Contract Labour—Employees in canteen set up in discharge of statutory mandate, namely Section 46 of Factories Act, 1948, do not necessarily become employees of establishment—Will depend on how obligation to set up canteen discharged by establishment, whether by direct recruitment or by employment of contractor—Held, on facts, Labour Court's finding that appellants not employees of establishment could not be termed perverse.”

64. The learned 1st Respondent/Bank's counsel drew the attention of this Tribunal to the decision 2004-I-LLJ p. 227 between Ram Singh and Others and Union Territory, Chandigarh and Others, wherein it is observed as follows:

“Contract Labour ‘Control’ test to determine employer-employee relationship, though important however not to be taken as sole test—Question whether engagement of labourers through contractor is genuine or camouflage, held, to be one of fact has to be raised and proved before industrial adjudicator—No relief to contract employees seeking regularisation in service of principal employer, held, could be granted in Writ petitions.”

65. The learned 1st Respondent's/bank counsel also placed reliance on the decision 1997(III LLJ) (Suppl) p. 1202 between Panda R.K. and others and Steel Authority of India and others, wherein it is held as follows:—

“Contract Labour (Regulation and Abolition) Act, 1970—Primary object of Act—To prevent exploitation of contract labourers by contractor or establishment—Whether contract labourers through contractor a mere camouflage—A question of fact, not possible for High Court or Supreme Court to decide on basis of affidavits—Normally Labour Court and Industrial Tribunal are competent forums to adjudicate such disputes.”

66. The learned 1st Respondent's bank cited 2003 III-LLJ 289 between Oil and Natural Gas Corporation Limited, K. G. Project, Rajahmundry and N. Satyanarayanan and others, wherein it is observed as follows:

“Industrial Disputes Act, 1947—Sec. 2-A(2)—As amended in Andhra Pradesh—Contract Labour raising dispute before Industrial Tribunal relating

to discharge etc. on expiry of labour contract—Such dispute, held, not maintainable before Tribunal as there was no relationship of Master and Servant between contract labour and principal employer.”

67. WW1 Thiru Chandrasekara Nair in his evidence has deposed that the data processing work is an integral part of the banking business and during 1977 the work was entrusted with Tata Consultants at the Head Office of the bank and after 1979 the work was entrusted to A.V.T. Software Research Co. and the Head Office of the bank were doing electronic Data processing work and that the workmen were directly employed by the 1st Respondent/bank and that Gemini Chrome Chemicals (P) Ltd. is the sub-agent of A.V.T. Software (P) Ltd. and that the petitioners were not employed by the second respondent and that the State Bank of Travancore employees Union is the major recognised union of which the petitioners are not members, but the petitioners got separate union viz. State Bank of Travancore Punch Operators Association and other than 47 members for whom the claim is made there are no other members in that association and that salary for 47 workers was paid by Data Serve on behalf of the State Bank of Travancore and salary was paid on behalf of 1st Respondent/bank since DATA SERVE were agents of State Bank of Travancore and that the petitioner's union have no claim against the A.V.T. Software Research Co. and Ex. M22 file details containing the applications of the some of the petitioners addressed to DATA SERVE for appointment and also copies of the appointment orders.

68. WW2 Thiru P. Lakshmanan has deposed that he worked as a Punch Operator in the 1st Respondent/bank from 1977 to 1983 and the Interview Committee consisting of P. Rajarathinam representative of A.V.T. Software Research Co. and P.V. Peter then officer of the Finance and Accounts of the bank appointed him after the interview and that the same bank office at the time used to give instruction by calling all the Punch Operators how to change the forms punching cards etc. and for any doubt or clarification he used to consult the officer of the bank and that bank has not given any appointment order to him and he was informed by Mr. Rajarathinam that he was selected and he was called for interview by DATA SERVE as per Ex. M22 series (page 7).

69. MW1 Thiru Sasindran an officer of the first respondent/bank never appointed Punch Operators at any time and he was working in Head Office at Trivandram from 1981 to 1985 as officer incharge of Central Accounts and bank was not carrying on any electronic Data processing work of its own and bank gave the work of data processing to outside contractors and the purpose of giving Data Processing work is for a speedy reconciliation of entries and reconciliation is the main part of data processing work and punching card form is a preliminary work of data processing work and from 1977 to 1979 it was done by the

Tata Consultancy and A.V. Thomas Software Research Company was engaged thereafter and still the A.V. Thomas Software Research Company is doing the data processing work as on data and the bank entered into an agreement with Data Software (formerly A.V.T. Software) and Ex. M1 is the Agreement dt. 29-10-79 between the State Bank of Travancore and A.V.T. Software Research Co. and another agreement under Ex. M3 was entered into between the bank and the A.V.T. Software Research Co. and again on 28-11-84 similar agreement was entered into under Ex.-M10 and that the bank did not have any establishment for data processing and the Punch Operators were employed by Data Software/Gemini Chrome Chemicals and the bank never paid salary and allowance to the Punch Operators at any time and the bank has no control over the work of the punch operators and the work is still continuing but not in the premises of the bank and punch operators are not entitled to claim any relief against the bank since they were not employed by the bank and even today punching work is being done and furnitures and electricity were provided to the Punch Operators by the bank and Punch Operators Section was shifted from Poojapura to Valliyampalayam in their building and officers used to go to the Punch operators Section and that he does not know that the Punch Operators were selected by the Committee consisting of representative of DATA Serve and one representative of the bank and he does not know the President of the Punch Operators Association and he was not aware that Thiru Chandrasekaran sir is connected with the punch operators Association and that the bank has not registered under the Contract Labour (Regulations and Abolition) Act, and that the Punch Operators were doing the work only relating to the bank and it is not correct to state that in order to deprive the Punch Operators the bank salary and they were engaged through agency.

70. To a query whether the officer of the bank will give instruction to Punch Operators, MWI Thiru p. Sasindran has answered in Cross-examination that instruction will be given only to the representatives and that officers have no contract with the Punch Operators.

71. In 1995 LLR 456 All India General Mazdoor Trade Union (Regd) Vs. Delhi Administration and others, it is observed that

"the contract labour engaged for the work of perennial nature can be prohibited by a Notification by the appropriate Government."

72. In (1995) LLR p. 839 Gujarat Working Class Union Vs. State of Gujarat and others, it is held that

"the Abolition of Contract Labour (Regulation and Abolition) Act will be only after consultation with the Advisory Board."

73. In Nuclear Fuel Complex Vs. A. P. Reddy (2002) 11 LLN 996, it is observed that

"Contract workers are not entitled for absorption

in the service of the company, in respect of whose work, they were engaged by the contractor."

74. It is to be noted that an individual has a free right to arrange his business, and this should be done by him without violating the law. The main aim of Contract Labour (Regulation and Abolition) Act, 1970 is to stop exploitation of Contract labourers by the contractor as laid down in the decision R. K. Pande Vs. Steel Authority of India (1994) 69 FLR 256. As a matter of fact, the Industrial Tribunal is to find out whether the contract is genuine or otherwise. Contractor should not be a mere name lender. Furthermore, the Tribunal is to see whether the contract entered into between the 1st Respondent/Bank and the Contractor is a mere ruse/camouflage to avoid and evade the compliance of beneficial legislation or otherwise.

75. The Contract Labour (Regulation & Abolition) Act, 1970 does not envisage the total abolition of Contract Labour System. Section 10 enjoins the 'appropriate Government' to prohibit employment of contract labour in any process, operation, or other work in any establishment, after consultation with the Central Bank or the State Bank as the case may be, by Notification in the Official Gazette. Before issuing the Notification, prohibiting the employer of Contract labour in any establishment, the 'appropriate Government' shall have regard to the conditions of work and benefits provided for the Contract labour in the establishment and other relevant factors such as

1. Whether the process, operation or other work is incidental to or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment;
2. Whether it is of a perennial nature i.e. it is of sufficient duration having regard to the nature of the industry, trade, business, manufacture or occupation carried on the establishment;
3. Whether it is done ordinarily through regular workman in that establishment or an establishment similar thereto; and
4. Whether it is sufficient to employ considerable number of whole-time workers. The explanation to that section makes the decision of the 'appropriate Government' final with regard to the question : Whether the process, operation or other work is of perennial nature ?

The effect of non-registration of an establishment under the Act is that the establishment cannot employ contract labour. So, also, the effect of non-licensing of the contractor is that the contractor is precluded from undertaking or executing any work through contract labour.

76. In Gammon India Limited Vs. Union of India (1974) 1 LLJ 489 the Constitutional validity of the Act was upheld by the Hon'ble Supreme Court.

77. In 1997 (90) FJR p. 125 Air India Statutory Corporation etc. Vs. United Labour Union and Others, it is held that

"No Court can enquire into and decide the question whether employment of Contract Labour in any process, operation or any other work in establishment should be abolished or not and it is for the appropriate Government to decide it."

78. It is to be pointed out that the Contract Labour (Regulation and Abolition) Act, 1970 must apply to the Contract labour in connection with the work of an establishment when the Contract labour is hired by the Contractor or by the Sub contractor of the Contract as per decision Gammon India Ltd. etc. Vs. Union of India and Others (1974 1 LLJ 489).

79. In 1985 1 LLJ p. 428 BHEL Workers Association Hardwar and others Vs. Union of India and others, it is held that

"The Question whether the work done by Contract labour is the same or similar work as that done by the workman directly employed by the Principal employer of any establishment is a matter to be decided by the Chief Labour Commissioner under the proviso to rule 25(ii) (v) (a)."

80. In 2002—II LLJ 544 Municipal Corporation of Greater Mumbai Vs. K. V. Shramil Sangh and others, it is observed that

"It was for the industrial adjudicator to consider the question whether the contractor was interposed under a genuine contract or was a mere ruse or camouflage to evade compliance with the beneficial legislation."

81. Ex. W. 1 dt. 7-4-1983 is the letter of the Punch Verifier operators Data Serve addressed to the 1st Respondent/bank's Managing Director, Trivandrum, wherein it is inter alia stated that the operators are coming from very far of places and spending more than Rs. 10 per day and if they loose daily production that means that they are losing Rs. 10 from their packer and in there same way they lost more than 20 days of production during the last 2 months and though the difficulties were mentioned to the Supervisor/Trivandrum branch concern, he did not take any action etc. As a matter of fact, the copies of Ex. W. 1 letter dt. 7-4-83 were addressed to (1) Chief Executive of A.V.T. Software Research Company, Madras, (2) General Manager, A.V.T. Software Research Co. Madras, (3) The Section Supervisor, Data Serve, C/o S.B.T. Trivandrum. Ex. W. 2 is the letter dt. 4-8-1983 is addressed to the Chief Executive A.V.T. Madras by the employees of Data Serve (ACT) in connection with the official at request To Mr. Jayakumar, on the eve of Onam Celebration. Ex. M. 1 agreement dt. 29-10-79 is the Computer Service agreement entered into between A.V. Thomas Software Research Co. Ltd., Madras-8 and the State Bank of Travancore,

Trivandrum, (1st Respondent/bank). By virtue of this Ex. M. 1 agreement dt. 29-10-79 the A.V.T. Software Research Co., Madras has agreed to perform the services mentioned in the agreement on the terms and conditions and the rates specified in the annexure thereto. The type of service is A.V.T. 'Responsibility Service'. Ex. M.1 dt. 29-10-79 refers to the Data submitted to the processing etc. to A.V.T. Co. by the 1st Respondent/Bank. Ex. M. 2 dt. 26-6-81 relates to the Message from Chief Manager (Finance and Account) of 1st Respondent/bank addressed to M/s. A.V. Thomas Software Research Co. which refers to the instructions being issued to the Madras branch through to pay a sum of Rs. 1,81,675.12p in payment of the bills for the period from January to June, 1979. Ex. M. 3 is the agreement dt. 3-11-82 between the A.V.T. Software Research Co. and the 1st respondent/bank on the same lines that of Ex. M.1 dt. 29-10-79. Ex. M. 4 is the letter dt. 5-1-1983 from the 1st respondent/bank addressed to the A.V. Thomas Research Co., Madras-8, with reference to the instructions being issued to the Madras branch through Telex to pay an amount of Rs. 53,861.04 p. in full and final settlement of the bills presented. Ex. M. 5 is the letter dt. 26-5-83 from the respondent/bank addressed to A.V. Thomas Research Co. Ltd., with regard to the instructions given to the Madras branch to pay a sum of Rs. 20,000 towards 60 per cent advance payment of the bill mentioned for the I.B.R. processing work for the month of January, 1981. Ex. M. 6 is the letter dt. 23-3-83 along with enclosure from the Data Software Research Co. Ltd., (A.V. Thomas Group Co.) addressed to the 1st Respondent/Bank's Chief Manager, Finance and accounts, with reference to the change of name of the Company from A.V. Thomas Research Co. to Data Software Research Co. Ltd. Ex. M.7 is the letter dt. 25-8-83 along with enclosures from the second respondent company addressed to the 1st respondent/bank's Chief Manager, Finance and Accounts, in respect of I.B.R. Processing from 1-11-82 additional outputs. From Ex. M. 7 letter dt. 25-8-1983 annexure it is seen that the revised rate entry for processing current from 1-11-82 I.B.R. job is fixed at 9.5p per entry to prepare the specified and additional monthly and quarterly output reports. Ex. M. 8 letter dt. 18-11-83 is the letter with enclosures from the 1st Respondent/bank Chief Manager Finance and Accounts to the State Bank of Travancore, Madras in respect of payment of bills towards I.B.R. processing. Ex. M. 9 dt. 1-9-1984 is the letter of the Chief Manager, Finance and Accounts of the 1st Respondent/bank addressed to the second Respondent/Software Company, Madras, wherein it is mentioned inter alia that as per the terms of the Agreement dt. 4-11-82 the contract is for the period from November, 1982 to October 1984 and that the bank is desirous of entrusting the work for the remaining two months November and December 1984 to the Second Respondent and a request is made extension of contract for a further period of 2 months to cover the processing under the existing terms and conditions. Ex. M. 10 dt. 28-11-84 is the Supplementary agreement entered

into between the Second Respondent/software company and that of the 1st respondent/bank is respect of certain amendments being made to the terms and conditions of the earlier principle agreements. In fact, Ex. M. 10 Supplementary agreement dt. 28-11-84 speaks of the 1st Respondent/bank to reimburse the cost incurred to transport the documents from Trivandrum to Madras and Vice-versa to the Second-Respondent/software company. On production of proper receipts from the transport company/carriers and that the 1st Respondent/bank to provide suitable security arrangements inside the Head Office premises when the Second respondent Company's representative calls at Head Office to take delivery of the documents and to return the same back and that the 1st Respondent/bank to provide documents to the second respondent/company sorted out datewise and codewise and that the second Respondent/company is responsible for the security of the documents that are transported by Road, Rail/Air from Trivandrum to Madras and back and that the Second Respondent/company is to take due care in handling and custody of the documents submitted to it for Data preparation till they are returned to the 1st Respondent/bank and the Second respondent/company is to return the documents back to 1st respondent/company sorted out codewise and Datewise. R. 2 Counsel pleads that Rs. 2 is not an employer and M/s. Gemini Chrome Chemicals (P) Ltd. is a necessary party in the dispute.

82. Ex. W. 9 is the copy of the Register of Summary trials held before the Additional Judicial 1st Class Magistrate, Trivandrum in S. T. No. 69/84. A perusal of Ex. W. 9 copy of the Register of Summary Trials indicates that in S.T. No. 69/84 the 1st Respondent Bank's Managing Director was shown as accused and the Labour Enforcement Officer (Central) Trivandrum, being the complainant has complained of violation of Under Sec. 24 of the Contract Labour Act, 1970 and the finding of the Court was that the 1st Respondent/bank was sentenced to pay a fine of Rs. 100 in default of simple imprisonment for five days and that the Proceedings got terminated on 15-11-84. In Ex. W. 9 besides the copy of the Register of Summary Trials, a copy of the complain filed before the Court of Addl. Judicial First Class Magistrate, Trivandrum also forms part of the documents. As seen from the said complaint, it transpires that the 1st Respondent/Bank is shown as the accused being the 'Principal employer' within the meaning of Section 2(g) of the Act in relation to the Contract work of Data processing and reconciliation of the accounts of inter branch transaction by contractors viz. M/s. A.V. Thomas Software Research Company, Madras-8 who were employing more than 20 contract labour for the contract work mentioned. In short, the substance of the complaint in Ex. W. 9 is to the effect that there are violations of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970/Rules and the said violations are offences under Sec. 24 of the Contract Labour (Regulations

and Abolition) Act, 1970. As a matter of fact, the Principal employer viz. 1st respondent/bank has failed to intimate the change the took place in the particulars of the contractors furnished in the Certificate of Registration, along with Form No. 1, issued by the Registering Officer, and the Asst. Labour Commissioner (Central) i.e. the Principal employer failed to intimate the Registering Officer about the management of M/s. A.V. Thomas Software Research Co. Ltd. Madras-8, as one of the contractors in the Principal employer's establishment as required under rule 18(4) and further that the notice showing the commencement of contract work of M/s. A.V. Thomas Software Research Co. from the month of December, 1982 onwards, vide Agreement dt. 3-11-82 was not sent by the 'Principal employer' to the Inspector as required under rule 81(3) and further the notices required to be displaced by the Principal employer's showing (1) Rates of Wages, (2) Hours of work, (3) wage period, (4) date of payment and name and addresses of Inspector and (5) Date of payment of unpaid wages were not displaced in English/Hindi/Malayalam as required under rule 81(1)(i) and that the copies of notices required to be displayed under rule 81(1) were not sent to the Inspector as required under rule 81(2) from Ex. W. 9, summary trials register copy, it is seen that the proceedings in S.T. No. 69/84 got terminated on 15-11-84 and the date of Commission of offences was on 31-5-84 and that the date of report of the complaint was on 1-9-84. In Ex. W. 10 the Petitioner's association letter dt. 28-9-84 addressed to the Managing Director of 1st Respondent/bank, it is *interalia* mentioned that the Punch operators of Petitioner's association went for work on 27-9-84 and found a notice displayed in front of the office to the effect that the employer locked out the establishment etc. Ex. W. 11 dt. 27-10-84 is the letter of the Petitioner's association addressed to the Director, Gemini Chrome Chemicals (P) Ltd., Madras, wherein it is mentioned that Gemini Chrome Chemicals (P) Ltd., is only a sub-contractor of A.V.T. Software Research Co. Ltd. and that it came into the picture only after the section was locked out by the main contractors A.V.T. Software Research Co. Ltd. Madras and that without paying the bonus to the employees, the punch operating unit from 27-9-84 onwards without notice was illegally locked out by the Gemini Chrome Chemicals (P) Ltd., and that there was no indiscipline among the workers and there was no insubordination threat or violation against the supervisors or theft of any articles of the company by the workers as alleged and that a request was made to withdraw the illegal closure notice, immediately.

83. Ex. W. 12 is the letter dt. 27-10-84 of the Petitioner's Association addressed to the Labour Commissioner, Trivandrum wherein it is mentioned that the Punch operating unit of State Bank of Travancore is locked out illegally by the intermediary Contractor Gemini Chrome Chemicals (P) Ltd. from 27-9-84 and that a request was made to take urgent steps for lifting illegal closure of

the Punch operating unit and for reinstatement of the workers. Ex. W.13 is the letter dt. 19-11-84 of the Petitioner's Association addressed to the Director, Gemini Chrome Chemicals (P) Ltd. Madras wherein it is mentioned that drafts of the workers are returned along with the letter, since the closure of the Punch operating unit is illegal. Ex. W. 14 the failure of Conciliation report dt. 12-2-85. Ex. W. 16 is the first respondent/banks' letter dt. 29-10-85 addressed to M/s. Carvan Books Carriers (P) Ltd. Wherein it was mentioned that the arrangement relating to Transport documents through Lorry from Trivandrum to Madras was made and that the documents were transported only for completion of the work for computerisation etc. Ex. W.17 is the letter dt. 7-5-1987 of the Asstt. Labour Commissioner (Central) Trivandrum addressed to the President of the Petitioner's Union wherein it is *interalia* stated that provisionally the Contractor M/s. A.V.T. Software Research Co. did not obtain any licences under the Contract Labour (Regulation & Abolition) Act from the Registering and Licensing Officer, Trivandrum for the execution of the work undertaken by them from the 1st Respondent/Bank. Ex. W. 18 is the letter from the Asstt. Labour Commissioner, Trivandrum addressed to the President of the Petitioner's Union wherein it is confirmed that no licence under contract labour (Regulation and Abolition) Act was issued in favour of M/s. A.V. Thomas Research Company for the execution of work undertaken by them from the 1st Respondent/Bank. Ex. W. 19 is the letter of State Bank of Travancore employees Union addressed to the President of the Petitioner's union wherein it is *interalia* mentioned that the issues would be sorted out and finalised in favour of the Punch Card operators etc.

84. Ex. M.11 is the letter dt. 24-5-1985 from the 1st Respondent/Bank addressed to the 2nd Respondent/Software Co., Madras, wherein it is *interalia* mentioned that as per the agreement the contract was for a period of 24 months from November, 1982 to October, 1984 and this was extended by another two months viz. However and December, 1984 by exchange of letters under the same terms and conditions and that the bank is desirous of entrusting the work for another three months (January to March, 1985) to them etc. Ex. M12 is the letter dt. 4-7-1985 of the 1st Respondent/Bank addressed to the 2nd Respondent/Software Research Co. Madras wherein it is stated that the bank has arranged that the main branch to pay a sum of Rs. 33529.28 towards payment of the bill dt. 26-5-85 for the processing month of May, 1984. Ex. M13 is the letter dt. 6-7-1985 of the 1st Respondent/Bank addressed to the second Respondent/Software Co. wherein it is *interalia* stated that the 1st Respondent/Bank is desirous of entrusting the work for another three months from April to June 1985 to them and that the request is made for extending the contract for a further period of 3 months to cover the processing work under the existing terms and conditions of as per the agreement dt. 3-11-1982 and the subsequent supplementary agreement dt. 28-11-84. Ex. M15 is the letter dt. 19-9-85 of

the 1st Respondent/Bank addressed to the 2nd Respondent company, with regard to the payment of bills the processing months of November, December, 1984 2nd January, 1985. Ex. M16, is the letter dt. 5-12-85 of the 1st Respondent/Bank addressed to the Second Respondent/company wherein it is mentioned that the period of contract for the inter branch reconciliation work is extended for further period of one year from 1-10-1985 to 30-9-1986 on the terms mentioned. Ex. M17 is the Malayalam Manorama Paper Publication dt. 22-2-82 wherein an advertisement is given for the employment of Key punch for Verifier operators trained on ICL/IEM machines in Trivandrum with a request to apply within 7 days to the Second respondent Company at Madras. Ex. M18 is the letter dt. 19-5-86 from the 1st Respondent/Bank's Chief Manager, Finance and Accounts addressed to the Manager, Premises Department, wherein it is stated that the bank has used any contract labour and that it is the standard practice in the industry to use the services of the other companies for Data entry and that the bank has used Gemini Chrome Chemicals Services etc., In Ex. M18 letter dt. 19-5-86 it is also stated that as far as the Madras is concerned, they had no temporary workers except for very brief period and it is impossible to define how many of them were utilised for the job specifically and further a direction is given to take up the matter directly with the second respondent. Ex. M19 is the letter dt. 19-5-86 from the Manager, Premises Deptt. addressed to the Asstt. Labour Commissioner, Trivandrum wherein it is mentioned that the second respondent company utilised the services of M/s Gemini Chrome Chemicals (P) Ltd. Madras and that the Gemini Chrome Chemicals Co. Ltd. was closed w.e.f. 22-10-84, and that no operations were conducted during 1985 or later. Ex. M20 is the letter dt. 15-12-86 of the Manager (Premises) addressed to the 2nd Respondent company wherein a request was made to furnish the details in respect of total number of days during 1986 on the contract which labour was employed and total number of mandays worked by contract labour during 1986 and maximum number of workmen employed on any day during the year. Ex. M21 is the reply dt. 13-1-87 of the 2nd Respondent company addressed to the Manager (Premises) of 1st Respondent Bank, wherein it is stated that the 2nd Respondent company did not employ any contract labour during 1986 for bank's job and therefore the details requested were not available with them. Ex. M22 series are the application forms for employment submitted by the Punch operators with call letters for interview sent by the 2nd Respondent company. Ex. M. 25 is the letter/agreement dt. 2-5-1984 between the Proprietor of 2nd Respondent/company and the Gemini Chrome Chemicals (P) Ltd. wherein it is mentioned that the proprietor of the 2nd Respondent Company has offered to Sales and Gemini Chrome Chemicals (P) Ltd. has agreed to pay buy the Trivandrum operations of Data Serve for a sum of Rs. 101/ and that the Proprietor of the 2nd Respondent/company has represented that the Data Serve, Trivandrum has no financial liability to be met currently

and that the Gemini Chrome Chemicals (P) Ltd. has agreed to accept the contingent liabilities on account of labour. Ex. M26 is the notice dt. 16-7-84 issued by Gemini Chrome Chemicals (P) Ltd. Madras to all the Punch Operators, wherein a request was made to report for work at the given address on 25-7-84. Ex. M29 series to the annexure containing details of Drafts sent to the Punch Operators by the Gemini Chrome Chemicals (P) Ltd. being the compensation paid to them which were returned as unaccepted. Ex. M30 series refer to the Postal receipt for the notice sent to the Punch Operators.

85. As far as the present case is concerned, the 1st respondent/bank has entered into an agreement with the A.V.T. Software Research Company, Madras-3, and another agreement Ex. M3 dt. 3-11-82 with the A.V.T. Software Research Co. Madras-8. Ex. M10 dt. 28-11-84 is the Supplementary agreement entered into between the Data Software Research Co. Ltd. Madras-2 (2nd respondent) and the 1st Respondent/bank. As per Ex. M1 Agreement dt. 29-10-79 and as per Ex. M3 agreement dt. 3-11-82 the A.V.T. Software Research Company has to provide 'A.V.T. responsibility service in regard to the computer service agreement'. As per Ex. M10 dt. 28-11-84, Supplementary Agreement the 2nd Respondent/Data Software Research Co. Ltd. has to perform the services mentioned in the agreement, in taking documents from 1st Respondent/bank to Madras for the purpose of Punching instead of doing the said work at the bank's premises etc. Though the A.V. Thomas Software Research Co. Madras and subsequently changed into Data Software Research Co., both were doing punching work on behalf of the 1st Respondent/bank these companies were doing only the contract work as per the terms of Agreement and they were paid the necessary charges for execution of the said work and that Ex. M1 agreement dt. 27-10-79 and Ex. M3 agreement dt. 3-11-82, and Ex. M10 supplementary agreement dt. 28-11-84 are true and genuine documents in the considered opinion of this Tribunal and they are not Sham ones. In the present case on hand, the Data Serve Software Company i.e. 2nd Respondent company has called for application for employment from various candidates as seen from Ex. M22 series. Even the personal interview cards were sent by the 2nd Respondent/company to various candidates. Therefore, it is clear that the contractor i.e. second Respondent company has employed the Punch Operators, to do the work which he contracted with the third party to accomplish the same and therefore, the Punch Operators/employees are the employees of the 2nd Respondent/company/contractor and they will not become the employees of the third person viz. the 1st Respondent company. A perusal of Ex. M1 agreement dt. 29-10-79, Ex. M3 agreement dt. 3-11-82 and Ex. M10 supplementary agreement dt. 28-11-84 will clearly establish that the 1st Respondent/bank has engaged the contract system with the contractor and therefore the Punch Operators/

employees employed by the contractors are certainly the employees of the contractors and not the workmen of the 1st respondent/bank, in the considered opinion of this Tribunal.

86. Furthermore, even though WW1 Thiru P. Lakshmanan, Punch Operator who worked in the 1st Respondent/bank from 1977 to 1983 has stated in his evidence that he was selected by the Interview Committee comprising of Mr. P. Rajarathnam, representative of A.V.T. Software and Mr. P.C. Peter, then officer of the Finance and Accounts of the bank and the concerned Bank officer gave instructions by calling all the Punch Operators how to change the format, punching card etc. and that the 1st Respondent/bank has not given any appointment order to him and that he was called for interview by the 2nd Respondent/company as per Ex. M22 series and that his monthly salary was disbursed to him by one Vijayan Pillai the mere presence of Thiru P.C. Peter, an officer of the 1st Respondent/bank and the concerned officer giving instructions to all the Punch Operators in regard to the punch card work etc. will not establish that there is a Master and Servant relationship between 1st Respondent/bank and the Punch Operators. In this connection, it is significant to point out that the essential condition of an individual being a workman within the terms of definition is that he should be employed to do the work in that industry and there should be an employment of his by the employer and that there should be relationship between the employer and him as between employer and employee or Master and Servant. Unless an individual is thus employed there can be no question of his being a 'workman' within the definition of the terms as per the Industrial Disputes Act.

87. As a matter of fact, Ex. W6 dt. 28-7-84 Memorandum of Settlement U/s 12(3) was entered into between the Gemini Chrome Chemicals (P) Ltd. Madras and the workmen represented by the Petitioner's union in regard to the non-employment of 47 employees and non-payment of wages to some of them by M/s. A.V. Thomas Research Co. As per Ex. W6 Settlement dt. 28-7-84 it is seen that the Gemini Chrome Chemicals (P) Ltd. has agreed to provide work for the 43 persons mentioned in the annexure to the Settlement w.e.f. 30-7-1984 and that the parties are to report implementation of the above clause of the Settlement within 15 days time. Significantly, the 1st Respondent/bank is not a party to the Ex. W6 Settlement dt. 28-7-84. Even though furnitures were provided to the Punch Operators by the 1st Respondent/bank and electricity also were provided to them by the 1st Respondent/bank, these will not show that 1st Respondent/bank is the employer in respect of the Punch Operators. Moreover, the Punch Operators of the Petitioner's union were appointed by the contractor Data Serve Madras, and their services were also terminated by the Contractor/Sub contractor. In as much as the agreement Ex. M1 dt. 29-10-79, Ex. M3 agreement dt. 3-

11-82 and Supplementary agreement Ex. M10 dt. 28-11-84 were entered into between 1st Respondent/bank and the A.V. Thomas Software Research Co. and 2nd respondent and 1st Respondent/bank are genuine contracts and not Sham ones, and since the payments were effected for the accomplishment of the contract work, this Tribunal on examination of available materials and evidence on record and in the light of the above discussions, comes to the conclusion that Exhibits M1 agreement dt. 29-10-79, Ex. M3 agreement dt. 3-11-1982 and Ex. M10 Supplementary agreement dt. 28-11-84 contracts are true and genuine ones and not Sham ones and the point is answered accordingly.

88. Point No. 3 : The learned Counsel for the Petitioner contends that the 1st Respondent/bank did not relish the factum of the petitioner's association espousing the cause of the Punch Operators and since the 1st Respondent/bank apprehended that the Punch Operators would claim that they are the employees of the bank, on 8-3-1984 the Data Processing Unit in the 1st respondent/bank was closed for which no reasons were assigned and the Punch Operators who were doing the Data processing work for more than 7 years were suddenly thrown out of the employment and that the Asst. Labour Commissioner (Central) Trivandrum got seized of the issue and on 28-7-84 a Settlement was reached between the Petitioner/association and the second respondent represented by the so-called Sub-contractor M/s. Gemini Chrome Chemicals (P) Ltd. and that the Punch Operators resumed work from 28-7-84 as per the Settlement and that the 1st respondent/bank with malafide intention shifted the Data Processing Unit to a building at Vellayambalam and they shifted it to put up pretends that the Punch Operators were not the employees and before the Onam festival in August 1984 Bonus dispute arose and the respondents did not pay even the minimum bonus and that they have not appeared before the Conciliation Officer and hence the failure report was sent on 12-12-85 as on 27-9-84 when the workmen reported for work, the premises at Vallayambalam was locked and these Punch Operators ever since then were not in employment and on 19-10-84 the Gemini Chrome Chemicals (P) Ltd. claiming to be an employer sent a notice U/s 25 (FFF) of the I.D. Act stating that the Undertaking would be closed w.e.f. 22-10-84 and that they sent some compensation and notice pay to the Punch Operators and the Petitioner's association refused to receive the compensation since according to them the lock out was illegal and therefore the closure of the Data Processing Unit on 27-9-84 is unjustified.

89. According to the 1st Respondent/Bank's counsel the 2nd Respondent/Software company or their agents closed their establishment at Trivandrum and that the claims and disputes of the 2nd respondent/company should be dealt with between the said company and their employees and that the 1st respondent is not connected in these matters and that the Gemini Chrome Chemicals (P) Ltd. to

whom the 2nd Respondent/company said to have entrusted the work have paid the wages and other benefits to the workers and on closure of the unit they paid the compensation which were not accepted by the employees of the Petitioner's association and the 1st Respondent/bank has not locked out any of its employees at any time and with malafide intention of forcing the Punch Operators into the service/employment of the 1st respondent/bank, the petitioner's union reported to unlawful agitation before the bank and the petitioner's union entered into a Settlement with M/s. Gemini Chrome Chemicals (P) Ltd. as the agents/sub-contractors of Data Software Research Company and hence the claim against the 1st respondent/bank is invalid and unjustified.

90. In Ex. W10 letter dt. 28-9-84 of the Petitioner union addressed to the Managing Director of the 1st respondent/bank it is *inter alia* mentioned that when the employees went for work in 27-9-84 they found a notice displayed in front of the office that the employer locked out the establishment. In Ex. W11 letter dt. 27-10-84 of the Petitioner/association addressed to the Director, Gemini Chrome Chemicals (P) Ltd., Madras, it is stated that there was no indiscipline among the workers and there was no insubordination, threat or violence against the supervisors or theft of any articles of the company by the workers as alleged in the annexure and that there was no right to close down the Punch Operating Section by the company which was doing the Punch operating work of the 1st respondent/bank for the last 7 years and a request was made to withdraw the illegal closure notice immediately.

91. WW1 Thiru Chandrasekara Nair in his evidence has deposed that the Data Processing Section was locked out on 8-3-1984 and that there was a conciliation before the Asst. Labour Commissioner (Central) and pursuant to the settlement the Electronic Data Processing Centre reopened on 29-7-84 mainly due to the efforts of 1st Respondent/bank and the Data Processing Section was shifted to Vellayambalam two kilometers away from the Head Office and that building belongs to the 1st Respondent/bank and that there was a dispute regarding the bonus in August 1984 and on 27-9-84 there was a lock out and thereafter it was not opened and that in the conciliation proceedings he took part and the 1st Respondent/bank did not appear and on 19-10-84 Gemini Chrome Chemicals (P) Ltd. sent notices to 47 persons dispensing their services and the employees did not accept compensation from the Gemini Chrome Chemicals (P) Ltd., they are the employees of 1st Respondent/bank and after 27-9-84 Data processing work was done through A.V.T. Software Research Co. Ltd. at Madras, WW1 Thiru Chandrasekara Nair has also deposed that the 47 workers were also appointed by the Tata Consultancy in 1997, the salary payments for 47 workers was paid by the 2nd Respondent/company on behalf of the 1st Respondent/bank and Ex. W2 letter was addressed to A.V.T. Software Research Co. Madras, since they are

making payments on behalf of the 1st Respondent/bank. WW2 Thiru P. Lakshmanan in his evidence has stated that he was called for interview by the 2nd Respondent/company as per Ex. M22 series and that the 1st Respondent/bank has not issued any appointment order to him. MW1 Thiru Sasindran, an officer of the 1st Respondent/bank in his evidence has stated that Punching card form is a preliminary work of the data processing work and that reconciliation is the main part of work of the data processing and from 1977 to 1979 it was done by Tata Consultancy and A.V. Thomas Software Research Co. Ltd. is continuing the data processing work as on date and that the 1st Respondent/bank has entered into an agreement with the 2nd Respondent/company Data Software Research Co. (formerly A.V.T. Software Research Co.) and that the 1st Respondent/bank has no control over the work of the Punch operators and the work is still continuing but not in the premises of the bank and that the first respondent bank never paid salary and allowances of Punch operators at any time and that the 1st Respondent/bank has nothing to do with the punch operators and that the Punch operators were doing the work only relating to the bank and he does not know whether the 1st Respondent/bank was convicted under the Contract Labour Act and they were certain dispute relating to Punch operators and one of the dispute of the Punch operators relates to bonus and that he was not aware whether the A.V.T. Representative used to rush to the bank to find out the ways to solve the dispute.

92. It cannot be gain said that the employer is free to close a part of the business. The closure of the whole or a part of the business is the function of the management which is in the discretion of the employer carrying on the business. Certainly, carrying on of the business is a right and not an obligation. Therefore, it is as much the right of the employer to close down the business as to carry it on as per decision (1960) II LLJ P. 1 between Hathising Manufacturing Co. Ltd. Vs. Union of India. As a matter of fact, the Industrial adjudication has no power to direct an employer to continue the whole or part of the business which he has decided to shut down. It cannot direct an employer to re-open the business which he has once closed down as per decision (1970) I LLJ 343 @ 345, Workmen of India Leaf Tobacco Development Co. Ltd., Vs. Indian Leaf Tobacco Development Co. Ltd.

93. It is to be pointed out that when the employer has shut down the Industrial activity the Tribunal should bear in mind all the relevant circumstances which was prevailing at the time of closure in order to decide and determine whether the closure was a bonafide one or a mere device to terminate the business or not is a question of fact.

94. It is relevant to point out that the term undertaking is not intended to cover entire industry or business of the employer, but it should be recognised as a sub-section or unit eligible for being styled as an Undertaking. Ex. W6

Settlement dt. 28-7-84 U/s 12(3) of the I.D. Act was entered into between the authorised representative of Gemini Chrome Chemicals (P) Ltd. and the Petitioner's union, whereby the management of Gemini Chrome Chemicals (P) Ltd., has agreed to provide work for 43 persons mentioned in the annexure to the Settlement w.e.f. 30-7-84 F.N. After agreeing to provide the work as per Ex. W6 settlement dt. 28-7-84, before the festival of Onam in 1984 dispute arose between the Petitioner's union and the management of Gemini Chrome Chemicals (P) Ltd. Madras, the sub-contractor of A.V.T. Software Research Company, Madras and latter on 27-9-84 the employer has locked out the establishment citing certain reasons and this was denied as seen from Ex. W11 dt. 27-10-84 letter of the Petitioner's union addressed to the Director of Gemini Chrome Chemicals (P) Ltd.. In short, in Ex. W11 letter dt. 27-10-84 the allegations of indiscipline, insubordination, threat or violation against the supervisors or theft of any articles of the company by the workers are denied. As a matter of fact, the closure of business whether partial or entire one should be real and genuine i.e. it should be a closure in fact, and it should not be used as a play for carrying on the same business in a different manner. The motive of the employer in closing down his unit/undertaking is not to be gone into by the Tribunal in order to find out whether the closure is justified or not. The cumulative fact and circumstances will have to be taken into account to find out, if infact, there was a closure. The substance is, factum of closure by whatever reasons motivated. In the present case on hand, the Gemini Chrome Chemicals (P) Ltd. have paid compensation to the Punch operators as seen from Ex. M 29 and they were returned as unaccepted. Even though the work was there, the documents relating to inter branch transactions were sent to the 2nd respondent/company at Madras by the 1st respondent/bank as seen from Ex. W16 letter dt. 29-10-85 of the 1st respondent/bank addressed to the Caravan Goods Carriers (P) Ltd, Trivandrum. In the instant case, the Punch operators of the petitioner union were paid the compensation. But the same was not accepted and it was returned. Since the Gemini Chrome Chemicals (P) Ltd. has agreed to buy the Trivandrum operations of the 2nd respondent/company accepting the contingent liabilities on account of labour and since the Trivandrum options of Data processing unit was closed by the Gemini Chrome Chemicals (P) Ltd. Citing some reason or other and since the factum of closure is real, this Tribunal comes to the conclusion that the closure of the Data processing unit by the Gemini chrome Chemicals (P) Ltd. in the 1st respondent Bank's premises is a closure in fact and it is not open to this Tribunal to go into the question as to the motive in closing down the unit and to enquire whether it was bonafide or malafide etc. and the point is answered accordingly.

95. Point No. 4 : According to the learned counsel for the petitioner, the work of data processing was there as

seen from Ex. W16 letter dt. 29-10-85 of 1st respondent/bank addressed to M/s. Caravan Goods Carriers (P) Ltd. Trivandrum, wherein a request was made by bank to transport by lorry the documents pertaining to inter-branch transaction to the 2nd respondent/company and therefore when the work was there, the punch operators of the petitioner's union are entitled to demand continuous employment either with the 1st respondent bank or under the contractors engaged by the 1st respondent/bank. As a matter of fact, MW1 Thiru Sasindran in his evidence has deposed that the A.V. Thomas Software Research Company is still continuing the Data Processing work as on date and that the Punch Operators of the petitioner union were doing the work only relating to the bank. The 1st Respondent/bank's Counsel relied on 2006-1-LLJ p. 721 between State of U.P. and Neeraj Awasthi and others, wherein it is held as follows:

"U.P. Krishi Utpadan Mandi Adhiniyam, 1964-Sections 25-A, 26-A, 26-B, 26-M and 26.L(x)-U.P. Markets Board (Officers and Staff Establishment) Regulations, 1984-Employees of Market committees—Appointments made in violation of statutory provisions—Direction by high Court to allow employees to resume duty and to draw scheme for regularisation, held, not sustainable."

When the Punch operators were not appointed by the 1st respondent/bank and since the 1st Respondent/bank is not the employer of the Punch operators and since the 1st Respondent/bank has entrusted the data processing work by way of contract system to the contractors, the demand of the petitioner's union that the Punch operators should be given the continuous employment by the 1st Respondent/bank is unjustified, in the considered opinion of this Tribunal. When the Data processing unit was closed by the Gemini Chrome Chemicals (P) Ltd. and when the Gemini Chrome Chemicals (P) Ltd. has given the compensation to the Punch operators, though it was not accepted by them and when in fact, there is a factum of closure in our case, this Tribunal comes to the conclusion that the demand made by the petitioner's union that the Punch operators should be given continuous employment under the contractors is unjustified and the employees are not entitled to any relief in this regard and the point is answered accordingly.

In the result, an award is passed holding that the petitioner's union has sufficiency of interest to raise an Industrial dispute under the Industrial Dispute Act and it is held that Ex.M1 agreement dt. 29-10-79, Ex. M3 agreement dt. 3-11-82 and Ex.M10 Supplementary agreement dt. 28-11-84 contracts are true and genuine ones, and it is held that the closure of the Data Processing unit by the Gemini Chrome Chemicals (P) Ltd. in the 1st respondent/bank's premises is a closure in fact, and it is further held that the demand of the petitioner's union that the punch operators should be given the continuous employment by the 1st

respondent/bank is unjustified and it is also held that the demand made by the petitioner's union that the punch operators should be given continuous employment under the contractors is unjustified. No costs, however, this Tribunal as sentinel in the quivevi directs the petitioner's association to approach the appropriate Government for abolition of contract labour in the 1st Respondent/bank if any, in accordance with law and keeping in view of the directive principles enshrined in articles 38, 39, 41-43 and 47 of the Constitution of India.

Dictated to Shorthand Writer and transcribed by her and corrected by me and pronounced in Open Tribunal on this 29th day of March, 2007.

THIRU M. VENUGOPAL, Presiding Officer

I.D. NO. 86 OF 1985

WITNESSES EXAMINED

For Petitioner/Workmen :

WW1 : Thiru Chandrasekara Nair
WW2 : Thiru P. Lakshmanan

For Respondent/Management :

MW1 : Thiru Sasindran

Documents Marked

For Petitioner/Workmen :

Ex. W1 7-4-1983 : Letter Sent by the Petitioner Association to the respondent/Bank
Ex. W2 4-8-1983 : Letter Sent by the Employees to the Chief Executive A.V.T. Madras requesting them to give allowance and advance salary for the Onam Festival.
Ex. W3 17-5-1984 : Respondent bank's letter to RBI, DBOD, Bombay
Ex. W4 16-6-1984 : Lr. sent by the Asst. Labour Commissioner (Central) Trivandrum to the Association informing them for discussion.
Ex. W5 10-7-1984 : Minutes of the Meeting
Ex. W6 28-7-1984 : Memorandum of Settlement arrived at u/s 12(3) between the Management of Gemini Chrome Chemicals (P) Ltd., and their workmen.
Ex. W7 19-8-84 : Lr. Sent by the association to the Director Gemini Chrome Chemicals (P) Ltd., claiming bonus.
Ex. W8 28-8-84 : Lr. sent by the association to the Asstt. Labour Commissioner (Central) Trivandrum.

Ex. W9 15-11-84	: Criminal-Court's imposition of fine Rs. 100 on the respondent bank in the S.T. 69/84 u/s 24 of the Contract Labour Act.	Ex. M4 5-1-1983	: Letter with enclosure from 2nd respondent to 1st respondent.
Ex. W10 28-9-84	: Association's letter to the Respondent/bank about illegal lockout	Ex. M5 26-5-83	: —do—
Ex. W11 27-10-84	: Association's letter to the Director Gemini Chrome Chemicals (P) Ltd., Madras, Stating about the illegal lockout.	Ex. M6 23-8-83	: Letter with enclosures from 1st Respondent change in the name of their company to 2nd respondent.
Ex. W12 -do-	: Associations letter to the Labour Commissioner to take steps in lifting closure.	Ex. M7 25-8-83	: Letter with enclosures from 1st Respondent to 2nd Respondent.
Ex. W13 19-11-84	: Association's letter to the Director Gemini Chrome Chemicals (P) Ltd., by returning the drafts sent by them.	Ex. M8 18-11-83	: Letter with enclosures from 2nd respondent to their Madras branch.
Ex. W14 12-2-85	: Failure of Conciliation report	Ex. M9 01-9-1984	: letter to 1st Respondent by 2nd Respondent
Ex. W15 9-9-1985	: Association's letter to the Prime Minister of India.	Ex. M10 28-11-84	: Supplementary Agreement between 1st respondent and 2nd respondent.
Ex. W16 29-10-85	: SBT's letter to M/s. Caravan Goods Carriers Pvt. Ltd., asking arrangement to transport documents by lorry to M/s. Data Software Research Co. Ltd.,	Ex. M11 24-5-85	: Letter by 2nd Respondent to 1st Respondent.
Ex. W17 7-5-1987	: Provisional Certificate given by the ACL (Central), Trivandrum to the Petitioner that no license has been given to AVTG Software Research Co., under the Contract Labour (Regulation and Abolition) Act.	Ex. M12 4-7-85	: Letter with enclosure by 2nd Respondent to 1st Respondent.
Ex. W18 25-08-87	: Confirmation letter given by ACL (Central) Trivandrum to the Petitioner that no license has been given under Contract Labour (Regulation and Abolition) Act to M/s A.V. Thomas Software Research Co.	Ex. M13 6-7-85	: Letter from 2nd Respondent to 1st Respondent
Ex. W19 31-08-88	: Letter from general Secretary of SBT Employees' Union to Mr. Venganoor Chandrasekaran Nair, Advocate, Trivandrum.	Ex. M14 16-9-85	: —do—
		Ex. M15 19-9-85	: —do—
		Ex. M16 5-12-85	: —do—
		Ex. M17 22-2-82	: Malayala Manoram Paper Publication.
		Ex. M18 19-5-86	: Letter from the Chief Manager Finance & Accounts to the Manager, Premises Department to the 1st Respondent.
		Ex. M19 19-5-86	: Lr. from the Manager (Premises) to the Asst. Labour Commissioner Trivandrum-1
		Ex. M20 15-12-86	: Lr. from the Manager (Premises) to M/s Data Software Research Co. Ltd. (2nd Respondent).
		Ex. M21 13-1-87	: Reply letter from the Data Software Research Co. Ltd. to the Manager (Premises)
		Ex. M22/Series	: Application forms for employment submitted by the Punch Operator with some call letters sent to the Punch Operator for the said applications.
		Ex. M23/Series	: Acknowledgements received in response to the first notice from Gemini Chrome Chemicals, dt. 18-6-84 sent to the Punch Operators calling them to report for duty at the Vellayambalam office.
For Respondent/Management:			
Ex. M1 29-10-79	: Agreement between 1st and 2nd Respondent		
Ex. M2 26-6-81	: Message No. 489 with enclosure from 2nd respondent to their Madras branch.		
Ex. M3 3-11-1982	: Agreement between 1st respondent and 2nd respondent		

Ex. M24/Series	: Returned notices unaccepted by Punch Operators.
Ex. M25 2-5-84	: Agreement between Mrs. Jennifer (Proprietor of Data Service) and the Gemini Chrome Chemicals (P) Ltd., to take over the Trivandrum operating Data service by the letter.
Ex. M26 16-7-84	: Notice to all Punch operators by Gemini Chrome Chemicals (P) Ltd. Madras to report for work.
Ex. M27 17-7-84	: Letter from Gemini Chrome Chemicals (P) Ltd. Madras to the ACL (Central) Trivandrum.
Ex. M28/Series	: Acknowledgement received from Punch Operators in response.
Ex. M29/Series	: Xerox copies of documents sent to the Punch Operators by Gemini Chrome Chemicals (P) Ltd., being the compensation paid to them which were returned unaccepted.
Ex. M30/Series	: Postal receipt for the notice sent to Punch Operators.

नई दिल्ली, 8 मई, 2007

कर.अ. 1566.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेवेली लिग्नाइट कॉर्पोरेशन लिमिटेड के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 303/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-5-2007 को प्राप्त हुआ था।

[सं. एल-22012/64/2003-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 8th May, 2007

S.O. 1566.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.303/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Neyveli Lignite Corporation Limited, and their workman, received by the Central Government on 8-5-2007.

[No. L-22012/64/2003-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Wednesday, the 28th February, 2007

Present:

K. Jayaraman, Presiding Officer

INDUSTRIAL DISPUTE NO. 303/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Neyveli Lignite Corporation Limited and their workmen)

BETWEEN

The General Secretary, I Party/Claimant
NLC General Contract Workers
and Staff Union (CITU)
Neyveli

AND

The Director (Personnel), II Party/ Management
Neyveli Lignite Corporation,
Neyveli

Appearance:

For the Claimant : M/s. K. Elango, Advocates

For the Management : M/s. N. A. K. Sarma, Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-22012/64/2003-IR (CM-II) dated 30-1-2004 has referred the dispute to this tribunal for adjudication. The Schedule mentioned dispute is as follows:—

"Whether the demand of NLC General Contract Workers and Staff Union (CITU) for equal raise in the wages of the contract workmen on par with the NLC Indcoserve Society Contract Workmen is legal and justified? If so, to what relief are the workmen entitled?"

2. After the receipt of the reference, it was taken on file as I.D. No. 303/2004 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:—

The Petitioner union is a trade union registered under the Trade Unions Act. It has substantial following among the contract workmen. In the II Party/Management there are three types of contract workmen. One is the contract workmen employed through Industrial Co-operative Service Society shortly INDCOSERVE Society. The second type is contract workmen employed through house keeping co-operative society, shortly Housecos. Both are registered under Co-operative Societies Act. The third type is the contract workmen employed through various individual contractors. There are about ten thousand contract workmen employed by II Party/Management in total. Out of these about 2000 contract workmen are employed

through INDCOSERVE and about 200 are employed through HOUSECOS and the remaining contract workmen are employed through individual contractors. In the contract workmen there are four categories namely unskilled, semi-skilled, skilled and highly skilled and the wages paid to contract workmen in each category is the same whether they belong to one type or the other and there is no discrimination between the contract workmen employed through one type and the other type. Wages for the contract workmen are daily rated and they are paid wages either weekly or monthly. While so, barring the contract workmen through various contractors, there is an increase of Rs.500 per month in the wages of each contract workmen employed through other two types of members of the Society and they are paid Rs.19.23 per day in addition to the daily wage. The said increase is given from 1-2-2002 pursuant to the order dated 11-4-2002 of the Respondent/Management. It was stated in the order that having got impressed with the performance of the II Party/Management, the increase is given. If that is the reason, the contract workmen employed through various individual contractors cannot be denied the same, since they are equally contributing for the better performance of the II Party/Management like other contract workmen. Further, they are employed side by side, therefore, the II Party/Management cannot discriminate the contract workmen employed through various individual contractors. Therefore, this cannot be disturbed by the II Party/Management. The work carried out by the workmen belonging to each category is the same. That is why parity is being maintained. It is based on the sound principle of equal pay for equal work. Though both the direct workmen and contract workmen are doing the same work, the contract workmen are not paid the same wages as given to direct workmen. But this case is not relating to equal wages for contract workmen on par with direct workmen doing the same work. The Respondent/Management cannot discriminate at least among contract workmen themselves in the payment of wages and such a discrimination is illegal, arbitrary and amounts to unfair labour practice. Hence, for all these reasons, the Petitioner union prays this Tribunal to pass an award holding that the demand for equal raise in wages of contract workmen on par with the Neyveli Lignite Corporation INDCOSERVE Society contract workmen.

4. As against this, the Respondent in its Counter Statement contended that at the outset the Petitioner Union has no locus standi to maintain this dispute, as it is not representative in character. The workers deployed to work by the Petitioner union is insignificant. The claim for parity in wages need to be substantiated by proving that the two categories are identically or equally placed in all other respects and the onus of establishing the same is on the Petitioner. Unless the workmen have been hired by or through a contractor, such workmen would not become contract labour. In the present case, the character of the

workmen for whose benefit, the Claim Statement has been filed is unclear. With regard to INDCOSERVE Society, neither the contractor nor the workmen are contract workmen under Contract Labour (Regulation & Abolition) Act. The workmen deputed by INDCOSERVE have not been hired by INDCOSERVE, but are the member employees borne on the rolls of INDCOSERVE. Therefore, there is no justification to treat the workman engaged through INDCOSERVE as being equally or similarly placed as those workmen hired or otherwise engaged through private contractors. INDCOSERVE Society is a separate legal entity and is governed by its own bye-laws and standing orders. INDCOSERVE Society is deputing personnel on its rolls to various units of the II Party/Management as per its requirements and does not supply contract labour to the corporation. The claim for parity by the Petitioner is without any basis. The II Party/Management only stipulates in all contracts that wages should not be less than the statutory minimum wages and it is open for the private contractor to offer competitive bids. Hence, the Petitioner Union ought to be placing their demand for increase in wages with their concerned contractors. This Tribunal has no power to alter or modify a contract for work validly entered into between the Corporation and a private contractor. The workmen engaged through INDCOSERVE they form a separate class and they are entitled to minimum wages prescribed, whereas the workmen engaged through private contractors were at liberty to receive higher wages depending upon the market conditions of demand and supply, skill etc. Therefore, the wages paid by them may not be uniform or identical and the Corporation has no say in the matter. The Respondent/Management has not engaged any contract workers, on the other hand, the contract workers are deployed by the private contractors to execute the work and there is no direct employer-employee relationship between the Respondent and the contract workers deployed by the various private contractors. The INDCOSERVE workmen are not contractor labourers and they do not stand on the same footing as private contractors' workers. It is true that wages of INDCOSERVE workmen were enhanced by Rs.19.23 per day w.e.f. 1-2-2002. On that ground, the Respondent cannot be required to unilaterally enhance the wages of those employed through private contractors. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are :—

- (i) "Whether the demand of the Petitioner union for raise in the wages of the contract workmen on par with Neyveli Lignite Corporation INDCOSERVE Society contract workmen is legal and justified?"
- (ii) "To what relief the concerned workmen are entitled?"

Point No. 1:

6. The dispute in this case is the Petitioner has claimed that the benefit of circular dated 11-4-2002 namely under Ex. W1 issued by the II Party / Management enhancing the wages of INDCOSERVE and HOUSECOS workers by Rs.19.23 per day with effect from 1-2-2002 should be offered to the members of the Petitioner union as well. The Petitioner claimed that it is a registered trade union under Trade Unions Act and it has substantial following among the workmen employed by II Party/Management and the minimum wages payable to contract workers are periodically fixed during the month of April in every year as per the four categories and the Petitioner further contended that the increase given from 1-2-2002 in pursuant to order dated 11-4-2002 stating that the Minister of Coal having got impressed with the performance of the II Party/Management, the increase is given. If that is the reason, the contract workmen employed through various contractors cannot be denied the same. Because, the contract workmen employed through various contractors are equally contributing for the better performance of the II Party/Management like other contract workmen. Further, the contract workmen employed by private contractors in every area are doing the same work done by the INDCOSERVE Society workmen and also Housecos society workmen. Therefore, the Respondent/ Management cannot discriminate the contract workmen employed through various individual contractors. It is the further contention of the Petitioner that there has been uniformity in the payment of wages in all types of contract workmen, if they belong to same category and this cannot be disturbed by the II Party/Management particularly, when the said practice is in vogue for years together and at no point of time, there was disparity in payment of wages. It is also clearly admitted that the work carried on by the workmen belonging to each category is the same, that is why the parity is being maintained and it is based on the sound principle of 'equal pay for equal work' as enshrined in Article 39(d) i.w. Article 14 of the Constitution. Therefore, the Respondent/Management cannot discriminate the workmen of the Petitioner union with that of Housecos society workmen. Further, in this case it is not the case relating to equal wages for contract workmen on par with the direct workmen doing the same work. Therefore, the Respondent/Management cannot discriminate among the contract workmen themselves in the payment of wages and such a discrimination is illegal, arbitrary and amounts to unfair labour practice.

7. But, as against this, the Respondent/Management contended that the claim of the Petitioner is not maintainable on several grounds. Firstly, there is no relationship of employer-employee between the Respondent/Management and the Petitioner and in the absence of employer-employee relationship between the Respondent and Petitioner, the present dispute raised herein

does not fall within Section 2K of the I.D. Act. Further, the Petitioner Union has not produced enough material to prove that it has substantial following among the employees of the Respondent/Management. The witnesses examined on the side of the Petitioner have not been able to produce either any oral or documentary evidence to that effect. Being so, the Petitioner lacked locus standi to, maintain the present claim petition and on this ground also the petition is not maintainable before this Tribunal. It is further contended that it is admitted by the Petitioner union that the terms and conditions of contract workmen under private contractor and the terms and conditions of workmen under INDCOSERVE society contract are not the same, by virtue of this position alone, the present claim is not maintainable before this Tribunal. Further, grievance of the Petitioner that its employer namely the private contractor is paying wages different from what another employer namely INDCOSERVE is paying to its members/workmen and such grievance cannot be addressed to the Respondent/Management, and can only be addressed to respective private contractors under whom the members of the Petitioner union are working. Further, in the present case, the Respondent/Management and INDCOSERVE have entered into contract by agreement between the parties and as regards the workmen engaged through INDCOSERVE, the daily wage was increased by a sum of Rs.19.23 per day w.e.f. 1-1-2002, which constituted an agreement between the II Party/Management and INDCOSERVE. Such agreement binds only Respondent/Management and INDCOSERVE and neither the Petitioner nor any private contractor is a party to such agreement between the Respondent/Management and INDCOSERVE. Hence, they are not entitled to claim any benefit or advantage under the said agreement, which is between the Respondent/Management and the INDCOSERVE society and for this reason also the claim made by the Petitioner Union is not maintainable.

8. Then again, it is contended on behalf of the Respondent that it is a statement of the management witness that the workers under private contractors, some times are getting more wages than the INDCOSERVE society workers for skilled work and they are getting more amount as salary from the private contractors in some cases. It is an admitted fact that the contract workers engaged by the private contractors are neither regular nor permanent and the private contractors themselves change according to their duration of contract. The wages payable to contract workers are not uniform or identical. Therefore, in view of these features, there is no commonality between one private contractor and another private contractor or between any private contractor and INDCOSERVE. Each private contractor with respect to the workers under the respective contractor formed a separate and distinct class. Likewise, INDCOSERVE formed a separate class by itself different from any other private contractor. Therefore, there can be

no question of contract worker being entitled to terms application to another contract worker engaged by another private contractor. When the employers are different, the question of equal pay for equal work does not arise, even if other conditions are fulfilled. When it is admitted that private contractors as well as INDCOSERVE society to pay higher wages than the minimum wages, the II Party/Management has no control over the terms and conditions between a contract worker and the respective private contractors. Therefore, one private contractor may pay more wages than another private contractor in respect of identically skilled workmen. These matters are governed by market forces, such as nature of work, competition, availability of workmen, experience, urgency of need etc. Therefore, the contract worker under one private contract or may not be entitled to claim parity with a contract worker under another private contractor either under Article 14 or any other provision of law. Therefore, the Respondent/Management is only bound by terms and conditions of the contract with respective contractors including INDCOSERVE. In this case, the Petitioner namely contract workmen has not established before this Tribunal that every contract worker of the private contractor is identically placed in all respects such as qualification, age, nature of work, place of work, method and conditions of entry as contract worker etc. with INDCOSERVE member/worker. Further, the Petitioner union has not produced any pay slip, wage register or any such material to indicate the daily wages received by the contract workers from their employer. Hence, the claim made by the Petitioner Union is unjustified and has not been substantiated. Therefore, merely because some contract workers are getting more daily wages, provides no justification for any other contract worker engaged by a different contractor to claim parity. The fact that INDCOSERVE is a co-operative society governed by a statute whereas the other private contractors are either individuals or firms, is itself sufficient to hold that two are incomparable. Above all, the prayer made in dispute made by the Petitioner amounts to a prayer to unilaterally alter or amend the terms of private contract entered into between the II Party/Management and respective private contractors, as such, the Tribunal has no power or jurisdiction to alter such private contracts or to substitute the existing contracts with another onerous contract. It is the further contention of the learned counsel for the Respondent that claim of equal pay for equal work is not automatic and it depends upon various factors namely service conditions, responsibility etc. and in the case of INDCOSERVE workmen, they are governed by their own standing orders and bye-laws whereas, no such factors apply in the case of individual contract workers engaged by private contractors. It is also contended on behalf of the Respondent that it is not the case of the Petitioner union that any of their members who are contract workers working for Respondent/Management are being paid less than minimum wages and what they are claiming wages is

at the rate higher than the minimum wages. Such demand has to be necessarily placed before the contractor/employer by the respective contract worker. Under such circumstances, the claim made by the Petitioner union is not maintainable before this Tribunal. It is further contended that it is open for one contractor to pay more than the minimum wages even if other contractors are not doing so. In the present case, the INDCOSERVE society as a private contractor has been able to get better terms and as a result he is able to pay Rs.19.23 per day over and above the minimum wages and it cannot be questioned by the Petitioner union. The total number of private contract workers is large number and not a decreasing number, where as INDCOSERVE society members are decreasing every year either absorbed as regular employee, retired, death, discontinued work etc. For these reasons also the comparison cannot be made by the Petitioner. The claim made by the Petitioner is based on parity between the two distinctively placed set of contract workers employed by different private contractors does not arise even under Article 14. Therefore, the claim made by the Petitioner union is not maintainable before this Tribunal.

9. Learned counsel for the Respondent further relied on the rulings reported in 1998 1 SCC 428 ASSOCIATE BANKS OFFICERS' ASSOCIATION Vs. STATE BANK OF INDIA AND OTHERS wherein the Associate Banks Officer's association claimed parity in employment and equal pay for equal work in which the Supreme Court has held that "the doctrine is designed to correct irrational and inexplicable pay differentiation which can be looked upon as discrimination against an employee or a given set of employees. it is easier to identify such discriminated groups when the discriminated group is sex-based (women) or colour based (blacks in USA) or caste-based (Scheduled Castes etc.) and more difficult to identify in other cases. But, unless there is such identifiable discrimination, the doctrine should not be applied and mere difference is not discrimination." Further, it has held that "applicability of the principle when there is a negotiated settlement, employees of subsidiary banks of State Bank of India receiving certain benefits by way of negotiated settlement with the management, their subsequent claim for parity with their counterparts in State Bank of India is not sustainable." Then the learned counsel for the Respondent relied on the rulings reported in JT 2002 5 SC 189 STATE OF HARYANA Vs. HARYANA CIVIL SECRETARIAT PERSONAL STAFF ASSOCIATION wherein the Personal Assistants in State Civil Secretariat of Haryana filed Writ seeking same scale of pay granted by Central Govt. to P.As working in Central Secretariat in which, the Supreme Court has held that "the High Court failed to make any comparison of the nature of duties and responsibilities, as well as the qualifications for the two categories of P.As. 'Equal pay for equal work' is not a fundamental right vested in any employee. Factors such as financial position of

Govt. and the additional liability have to be kept in mind. Courts should approach such matters with restraint and interfere only when they are satisfied that the decision of Govt. is patently irrational, unjust and prejudicial to a section of the employees" and rejected the claim of the Petitioner. Then the counsel for the Respondent relied on the rulings reported in JT 2003 5 SC 544 STATE OF HARYANA AND ANOTHER Vs. TILAK RAJ AND OTHERS. In that case 35 Respondents were appointed at different points of time as helpers on daily wages in Haryana Roadways and they filed Writ Petition claiming that they were entitled to regularisation. In View of service rendered for long period and / or that they were to be paid the same salary as paid to regular employees in which the High Court allowed the Writ Petition. Against that order, while dealing with the aspect regarding applicability of doctrine of equal pay for equal work when a daily wager can claim comparison with the regular and permanent staff for any purpose including a claim for equal pay, the Supreme Court has held that "Respondents appointed at different points of time as helpers on daily wages by the appellant corporation claiming regularisation and also seeking salary at par with regular employees on the ground of 'equal pay for equal work', the claimants having failed to substantiate a clear cut basis of equivalence and a resultant hostile discrimination and no material having been produced as to the nature of the duties of either categories, the principle of equal pay for equal work, not being an abstract principle would not be applicable." Then again, the learned counsel for the Respondent relied on the rulings reported in 1982 LLJ 344 RANDHIR SINGH Vs. UNION OF INDIA AND OTHERS wherein the Supreme Court has held that "if officers of the same rank perform dissimilar functions and the powers, duties and responsibilities of the post held by them varies, such officers cannot be heard to complain of dissimilar pay merely because the posts are of the same rank and the nomenclature is the same." Learned counsel for the Respondent further relied on the rulings reported in JT 2001 7 SC 252 BONGAIGON REFINERY AND PETRO-CHEMICALS LTD. Vs. SAMIYUDDIN AHMED wherein the Supreme Court has held that meaning of workman—Respondent offered employment by appellant corporation under the benevolent scheme applicable to persons whose lands had been acquired by appellant corporation for setting up oil refinery and at the stage of joining and accepting the joining report, appellant coming to know that the Respondent had suppressed factual information and that he was not entitled to be offered the job in the category of displaced persons and accordingly withdrawing the letter of appointment and not accepting the joining report and the Respondent moved the Central Govt. by raising an industrial dispute. Though the Govt. refused to refer the matter, on the direction of High Court the Govt. made reference to the Tribunal and the appellant corporation challenged the order of reference by filing Writ. Though the Single Judge of High Court has held that

order of reference is not maintainable, the Division Bench of the High Court has reversed the order of Single Judge, in which the Supreme Court has held that "as the Respondent had not entered the employment referring a dispute at his instance was misconceived, Court should not have extended its helping hand to a non-deserving claimant. Reference of the dispute at the instance of the Respondent was wholly unwarranted and uncalled for."

10. Then the learned counsel for the Respondent with regard to non-maintainability of petition before this Tribunal further relied on the rulings reported in 2004 2 CTC 430 MUKAND LTD. Vs. MUKAND STAF AND OFFICERS' ASSOCIATION wherein while considering whether the Tribunal can entertain the dispute with regard to non-workman, the Supreme Court has held that "the Tribunal has no jurisdiction to entertain and decide dispute relating to non-workmen and the industrial disputes can be raised only by workmen." Again, learned counsel for the Respondent relied on the rulings reported in JT 1995 4 SC 264 GUJARAT ELECTRICITY BOARD, THERMAL POWER STATION Vs. HIND MAZDOOR SABHA AND OTHERS wherein the Supreme Court has held that "having regard to the scheme and objects of the Act and its other provisions, the expression "any person" in Section 2(k) of the I.D. Act must be read subject to such limitations and qualifications as arise from the context; the two crucial limitations are— (i) the dispute must be a real dispute between the parties to the dispute (as indicated in the first two parts of the definition clause) so as to be capable of settlement or adjudication by one party to the dispute giving necessary relief to the other; and (ii) the person regarding whom the dispute is raised must be one in whose employment, non-employment, terms of employment or conditions of labour (as the case may be) the parties to the dispute have a direct or substantial interest. Strictly speaking, a workman within the meaning of the Act must be one in whose employment, non-employment, terms of employment or conditions of labour the workman as a class have Appellate Authority direct or substantial interest." It was also held in that case, that "the person mentioned was not a workman and he belonged to medical or technical staff, a different category altogether from workman. Therefore, the appellant had direct nor substantial interest in his employment or non-employment and even assuming that he was a member of the same trade union, it cannot be said on the tests laid down by us, that the dispute regarding his termination of service was an industrial dispute within the meaning of Section 2(k) of the Act." Relying on all these decisions he argued that this dispute raised by the Petitioner Union is not maintainable before this forum and hence, it is liable to be dismissed.

11. On the other hand, learned counsel for the Petitioner relied on the rulings reported in 1986 1 LLJ 134 DHIRENDRA CHAMOLI AND ANOTHER Vs. STATE OF U.P. wherein the Supreme Court has held that "the fact that

these employees accepted employment with full knowledge that they will be paid only daily wages and they will not get the same salary and conditions of service as other Class IV employees cannot provide an escape to the Central Govt. to avoid the mandate of equality enshrined in Article 14 of the Constitution. This Article declares that there shall be equality before law and equal protection of the law and implicit in it is the further principle that there must be equal pay for work of equal value. These employees who are in the service of the different Nehru Yuvak Kendras in the country and who are admittedly performing the same duties as Class IV employees must therefore, get the same salary and conditions of service as Class IV employees. It makes no difference whether they are appointed in sanctioned posts or not. So long as they are performing the same duties, they must receive the same salary and conditions of service as Class IV employees." Relying on this decision, learned counsel for the Petitioner argued that in this case, though the Respondent contended that the work done by the INDCOSERVE society workmen and the members of the Petitioner union are different, they have not produced even a single document to show that these workmen are working in two different works. No doubt, the workmen engaged by private contractors are doing as per the contract entered into by the contractor and the Respondent/Management, there are only four categories of workmen namely (i) unskilled; (ii) semi-skilled; (iii) skilled & (iv) highly skilled and the Respondent/Management has fixed the rate of wages as per Minimum Wages Act. Under such circumstances, it cannot be said that they are doing different works at different places. When the Petitioner examined his witness who are in INDCOSERVE society, the Respondent/Management has not nullified the evidence given by the said witness that the evidence given by them is false. Under such circumstances, it should be presumed that both are doing the same work and they cannot be classified to do different work by different rates. Under such circumstances, the aforesaid Supreme Court decision is squarely applicable to the facts of this case. Though the II Party/Management discriminating the regular workmen and contract workmen regarding payment of wages, this case is not relating to equal wages for contract workmen on par with the regular workmen for doing the same work, on the other hand, the discrimination made by the Respondent/Management among the contract workmen themselves in payment of wages is illegal and arbitrary and amounts to unfair labour practice. Learned counsel for the Petitioner further relied on the rulings of Madras High Court in an unreported case in **CENTRAL ORGANISATION OF TAMIL NADU ELECTRICITY EMPLOYEES Vs. TAMIL NADU ELECTRICITY BOARD**, wherein the Madras High Court while considering whether the Respondent/Management has to pay equal wages to the contract workmen as that of wages paid to workmen of INDCOSERVE Society, it has held that "there can be no

distinction between the Petitioner/Workers and the workmen engaged through INDCOSERVE which is admittedly a society comprising only contract labourers, therefore, the dual stand adopted by the Respondent/Management one in favour of INDCOSERVE and the other against the Petitioner/workers who are similarly placed as INDCOSERVE employees cannot at all be justified." Learned counsel for the Petitioner relying on this decision argued that in that case the management contended that Petitioner jworkers not being employed through INDCOSERVE cannot claim the same terms of employment, wages and allowances payable to the workers under INDCOSERVE. The INDCOSERVE is a separate body with which the Respondent has separate agreement and payment of bonus paid to them was regulated by the forum exclusively dealing with the affairs of INDCOSERVE. Therefore, the payment made to the workers under INDCOSERVE is not at all sustainable and cannot justify the claim of the Petitioners to be treated on par with the INDCOSERVE employees. But, the High Court has not accepted the contention of the Respondent/Management and held the only ground on which the Petitioners are denied the benefit of bonus and ex-gratia payment as paid to the workers under INDCOSERVE, is Petitioners are contract labourers and that they cannot be equated to the regular employees of the Board or employees under INDCOSERVE which is a society with which separate agreements have been executed. This contention cannot at all be accepted for the simple reason that the employees through INDCOSERVE are also contract labourers. Further, the action of the Respondent in trying to make a distinction between the contract labour employees through INDCOSERVE on the one hand and other the contract labourers on the other hand as different cannot also be sustained. Such action of the Respondent/Management on the face of it is discriminatory, arbitrary and not based on any rationale. It also held that there is no dispute over the fact that workers belonging to the Petitioner union are discharging the same nature of work as by the employees through INDCOSERVE, therefore, the refusal to pay the bonus and ex gratia in the same terms as given in favour of the employees through INDCOSERVE is discriminatory and arbitrary and cannot be sustained. Learned counsel for the Petitioner relying on this decision argued that the ratio discidendi in the above case is squarely applicable to the facts of the present case and in this case, the members of the Petitioner union namely contract workers engaged by private contractors are doing the same work as that of INDCOSERVE Society members. Under such circumstances, there cannot be any discrimination among the contract workers. Further, the members of the INDCOSERVE is also contract workers and INDCOSERVE society is also a contractor, though not a private/individual contractor. Under such circumstances, there must be parity among the contract workers engaged by the Respondent/Management.

12. I find much force in the contention of the learned counsel for the Petitioner. Though the Respondent/Management has distinguished the members of the Petitioner union on the ground that contract workers are neither regular nor permanent and they will be changed according to the duration of contract and the wages are not uniform or identical, I find there is no force in the contention of the learned counsel for the Respondent because merely, a society has been formed, it cannot be said that the workers of the society are doing different work under the Respondent/Management. No doubt, the workers will do the work as per the duration of contract, it cannot be established before this Court that wages given to the contract workers by the private contractors are different. On the other hand, it is established by the Petitioner union through oral evidence that Wages are uniform and identical in the case of contract workers engaged by the private contractors. No doubt, the Respondent/Management has examined their officers to say that private contractors are paying more money than the minimum wages fixed by the Respondent/Management. It is only vague assertion and there is no clear cut evidence to substantiate this claim that private contractors are paying more wages than minimum wages fixed by the Respondent/Management. Under such circumstances, I find the enhancement of wages given to workers of the INDCOSERVE society should also be given to the members of the Petitioner union namely contract workers of the private contractor. Further, I find the announcement of Minister for Coal & Mines during his visit to Neyveli Lignite Corporation on 21-11-2001 to give fringe benefits to entire workmen because only when he has got impressed with the performance of Neyveli Lignite Corporation in entirety had announced the enhancement of payment of wages or stipend. Under such circumstances, this fringe benefits must also be given to workers of the private contractors who are also responsible for the performance of the Respondent/Management. Usually, the fringe benefits was paid by employers on satisfying with the performance of the employees. In this case, it is not disputed that the Minister has given this increase in wage on being impressed with the performance of the Respondent/Management as a whole. It is also admitted by management witness that the contract workmen employed through individual contractors were also responsible for the performance of the Respondent/Management. Therefore, various contract workmen employed through contractors were also equally contributing for the better performance of the Respondent/Management like any other workmen and it is established that they are doing the same work as that of the society workers and therefore, the II Party/Management cannot discriminate the contract workmen employed through various individual contractors. For these reasons, I find the Petitioner is entitled to claim the increased wages given by the circular dated 11-4-2002 to the INDCOSERVE society members. As such, I find this point

in favour of the Petitioner.

Point No. 2:

The next point to be decided in this case is to what relief the Petitioner is entitled?

13. In view of my foregoing findings that the demand made by the Petitioner union for equal raise in the wages of contract workmen on par with the Neyveli Lignite Corporation INDCOSERVE Society contract workmen is legal and justified, I direct the Respondent/Management to pay the increased wages to all contract workmen employed through individual contractors on par with the contract workmen employed through INDCOSERVE society with effect from the date of filing of this claim petition. No Costs.

14. Thus, the reference is answered accordingly.

K. JAYARAMAN, Presiding Officer

Witnesses Examined:

For the Claimant	WW1 Sri R. Kasinathan
For the Respondent	MW1 Sri L. Santhanakrushnan
	MW2 Sri S. Natarajan
	MW3 Sri Gautam Banerjee

Documents Marked:

For the I Party/Petitioner:

Ex. No.	Date	Description
W1	1983	Xerox copy of the certificate of registration of trade union.
W2	10-09-02	Xerox copy of the resolution passed in General Body Meeting.
W3	11-04-02	Xerox copy of the order of Respondent/Management Increasing wages to contract workmen of INDCOSERVE.
W4	14-05-02	Xerox copy of the joint representation made by unions.
W5	Nil	Xerox copy of the payment details of workmen.
W6	Nil	Xerox copy of the payment details for 2002-03.
W7	03-06-03	Xerox copy of the letter informing revised rate of wages. For Indcoserve workers for 2003-04.
W8	03-06-03	Xerox copy of the letter informing revised rate of wages.
W9	06-04-03	Xerox copy of the annual returns filed in Form E.
W10	Nil	Xerox copy of the membership list of I Party Union.

For the II Party/Management:

Ex. No.	Date	Description
M1	19-04-03	Xerox copy of the agreement between Respondent and Incoserve society.
M2	09-01-03	Xerox copy of the contract entered into between Private contractor and Neyveli Lignite Corporation for providing assistance in mining activities.
M3	09-01-03	Xerox copy of the contract entered into between Private contractor and Neyveli Lignite Corporation for Annual maintenance of electronic equipments.
M4	25-04-03	Xerox copy of the contract entered into between Private contractor and Neyveli Lignite Corporation for Drain cutting and mining activities.
M5	27-02-04	Xerox copy of the contract entered into between Private contractor and Neyveli Lignite Corporation for Drain cutting and mining activities.
M6	05-04-04	Xerox copy of the contract entered into between Private contractor and Neyveli Lignite Corporation for laying of 11 KV landline L.T. & cables in mines II.

नई दिल्ली, 8 मई, 2007

कार.आ. 1567.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार नेवेली लिग्नाइट कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाद (संदर्भ संख्या 306/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-5-2007 को प्राप्त हुआ था।

[सं. एल-22012/67/2003-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 8th May, 2007

S.O. 1567.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 306/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the management of Neyveli Lignite Corporation Limited and their workmen, received by the Central Government on 8-5-2007.

[No. L-22012/67/2003-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 28th February, 2007

PRESENT

K. Jayaraman, Presiding Officer

Industrial Dispute No. 306/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Neyveli Lignite Corporation Limited and their workmen)

BETWEEN

The General Secretary, : I Party/Claimant
Jeeva Oppandha Thozhilalar
Sangam Neyveli

AND

The Director (Personnel) : II Party/Management
Neyveli Lignite Corporation,
Neyveli

APPEARANCE

For the Claimant : M/s. D. Hariparanthaman,
Advocate

For the Management : M/s. N.A.K. Sarma,
Advocate

AWARD

The Central Government, Ministry of Labour vide Order No. L-22012/67/2003-IR(CM-II) dated 30-1-2004 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the demand of Jeeva Oppandha Thozhilalar Sangam for equal raise in the wages of the contract workmen on par with the NLC Indcoserve Society Contract Workmen is legal and justified? If so, to what relief the workmen are entitled?”

2. After the receipt of the reference, it was taken on file as I.D. No. 306/2004 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner union is a trade union registered under the Trade Unions Act. It has substantial following among the contract workmen. In the II Party/Management there are three types of contract workmen one is the contract workmen employed through Industrial Co-operative Service Society shortly INDCOSERVE Society. The second type is contract workmen employed through house keeping Co-operative Society, shortly Housecos. Both are registered under Co-operative Societies Act. The third type is the contract workmen employed through various individual contractors. There are about ten thousand contract workmen employed by II Party/Management in total. Out

of these about 2000 contract workmen are employed through INDCOSERVE and about 200 are employed through HOUSECOS and the remaining contract workmen are employed through individual contractors. In the contract workmen there are four categories namely unskilled, semi-skilled, skilled and highly skilled and the wages paid to contract workmen in each category is the same whether they belong to one type or the other and there is no discrimination between the contract workmen employed through one type and the other type. Wages for the contract workmen are daily rated and they are paid wages either weekly or monthly. While so, barring the contract workmen through various contractors, there is an increase of Rs. 500 per month in the wages of each contract workmen employed through other two types of members of the Society and they are paid Rs. 19.23 per day in addition to the daily wage. The said increase is given from 1-2-2002 pursuant to the order dated 11-4-2002 of the Respondent/Management. It was stated in the order that having got impressed with the performance of the II Party/Management, the increase is given. If that is the reason, the contract workmen employed through various individual contractors cannot be denied the same, since they are equally contributing for the better performance of the II Party/Management. Like other contract workmen. Further, they are employed side by side, therefore, the II Party/Management cannot discriminate the contract workmen employed through various individual contractors. Therefore, this cannot be disturbed by the II Party/Management. The work carried out by the workmen belonging to each category is the same. That is why parity is being maintained. It is based on the sound principle of equal pay for equal work. Though both the direct workmen and contract workmen are doing the same work, the contract workmen are not paid the same wages as given to direct workmen. But this case is not relating to equal wages for contract workmen on par with direct workmen doing the same work. The Respondent/Management cannot discriminate at least among contract workmen themselves in the payment of wages and such a discrimination is illegal, arbitrary and amounts to unfair labour practice. Hence, for all these reasons, the Petitioner union prays this Tribunal to pass an award holding that the demand for equal raise in wages of contract workmen on par with the Neyveli Lignite Corporation INDCOSERVE Society contract workmen.

4. As against this, the Respondent in its Counter Statement contended that at the outset the Petitioner Union has no *locus standi* to maintain this dispute, as it is not representative in character. The workers deployed to work by the Petitioner union is insignificant. The claim for parity in wages need to be substantiated by proving that the two categories are identically or equally placed in all other respects and the onus of establishing the same is on the Petitioner. Unless the workmen have been hired by or through a contractor, such workmen would not become

contract labour. In the present case, the character of the workmen for whose benefit, the Claim Statement has been filed is unclear. With regard to INDCOSERVE Society, neither the contractor nor the workmen are contract workmen under Contract Labour (Regulation & Abolition) Act. The workmen deputed by INDCOSERVE have not been hired by INDCOSERVE, but are the member employees borne on the rolls of INDCOSERVE. Therefore, there is no justification to treat the workman engaged through INDCOSERVE as being equally or similarly placed as those workmen hired or otherwise engaged through private contractors. INDCOSERVE Society is a separate legal entity and is governed by its own bye-laws and standing orders. INDCOSERVE society is deputing personnel on its rolls to various units of the II Party/Management as per its requirements and does not supply contract labour to the corporation. The claim, for parity by the Petitioner is without any basis. The II Party/Management only stipulates in all contracts that wages should not be less than the statutory minimum wages and it is open for the private contractor to offer competitive bids. Hence, the Petitioner Union ought to be placing their demand for increase in wages with their concerned contractors. This Tribunal has no power to alter or modify a contract for work validly entered into between the Corporation and a private contractor. The workmen engaged through INDCOSERVE they form a separate class and they are entitled to minimum wages prescribed, whereas the workmen engaged through private contractors were at liberty to receive higher wages depending upon the market conditions of demand and supply, skill etc. Therefore, the wages paid by them may not be uniform or identical and the Corporation has no say in the matter. The Respondent/Management has not engaged any contract workers, on the other hand, the contract workers are deployed by the private contractors to execute the work and there is no direct employer-employee relationship between the Respondent and the contract workers deployed by the various private contractors. The INDCOSERVE workmen are not contractor labourers and they do not stand on the same footing as private contractors' workers. It is true that wages of INDCOSERVE workmen were enhanced by Rs.19.23 per day w.e.f. 1-2-2002. On that ground, the Respondent cannot be required, to unilaterally enhance the wages of those employed through private contractors. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in its reply statement alleged that about 1300 contract workmen employed in Neyveli Lignite Corporation are members of the Petitioner Union, which is substantial in number among the contract workmen. Hence, the allegation that the Petitioner union has no *locus standi* and representative character is untenable and is to be rejected. Except the payment by INDCOSERVE and HOUSECOS and individual contractors the contract workmen are all similarly placed workmen in all

respect such as allocation of work, nature of employment and duties, control and supervision etc. and all the three types of contract workmen are employed through INDCOSERVE, HOUSECOS and individual contractors only for and on behalf of Neyveli Lignite Corporation. Even in various circulars issued by Respondent/Management regarding fixation of minimum rate of daily wages would clearly establish that the workmen referred to therein are employed either through INDCOSERVE, HOUSECOS or individual contractors by Neyveli Lignite Corporation. INDCOSERVE, HOUSECOS are in no way different from individual contractors and both are also contractors like other individual contractors. Only because of that the Respondent/Management has fixed the same minimum daily rate of wages. Therefore, the same reasoning will also apply for the payment of enhanced daily wages to the contract workmen employed through individual contractors and the Respondent/Management cannot differentiate and distinguish them for the purpose of payment of enhancement in the minimum daily rate of wages. Since the contract workmen through the private contractors are also doing the same work before and after 1-2-2002 when the Hon'ble Minister for Coal announced increased payment of Rs. 500 per month, the II Party Management is bound to pay Rs. 19.23 per day to the contract workmen employed through individual contractors w.e.f. 1-2-2002. Hence, the I Party Union prays this Tribunal to pass an award in their favour.

6. In these circumstances, the points for my consideration are :—

- (i) "Whether the demand of the Petitioner union for raise in the wages of the contract workmen on par with Neyveli Lignite Corporation INDCOSERVE Society contract workmen is legal and justified?"
- (ii) "To what relief the concerned workmen are entitled?"

Point No. 1 :

7. The dispute in this case is the Petitioner has claimed the benefit of circular dated 11-4-2002 namely under Ex.W1 issued by the II Party/Management enhancing the wages of INDCOSERVE and HOUSECOS workers by Rs. 19.23 per day with effect from 1-2-2002 should be offered to the members of the Petitioner Union as well. The Petitioner claimed that it is a registered trade union under Trade Unions Act and it has substantial following among the workmen employed by II Party/Management and the minimum wages payable to contract workers are periodically fixed during the month of April in every year as per the four categories and the Petitioner further contended that the increase given from 1-2-2002 in pursuant to order dated 11-4-2002 stating that the Minister of Coal having got impressed with the performance of the II Party/Management, the increase is given. If that is the reason,

the contract workmen employed through various contractors cannot be denied the same. Because, the contract workmen employed through various contractors are equally contributing for the better performance of the II Party/Management like other contract workmen. Further, the contract workmen employed by private contractors in every area are doing the same work done by the INDCOSERVE Society workmen and also HOUSECOS Society workmen. Therefore, the Respondent/Management cannot discriminate the contract workmen employed through various individual contractors. It is the further contention of the Petitioner that there has been uniformity in the payment of wages in all types of contract workmen, if they belong to same category and this cannot be disturbed by the II Party/Management particularly, when the said practice is in vogue for years together and at no point of time, there was disparity in payment of wages. It is also clearly admitted that the work carried on by the workmen belonging to each category is the same, that is why the parity is being maintained and it is based on the sound principle of 'equal pay for equal work' as enshrined in Article 39(d) r.w. Article 14 of the Constitution. Therefore, the Respondent/Management cannot discriminate the workmen of the Petitioner union with that of HOUSECOS Society workmen. Further, in this case it is not the case relating to equal wages for contract workmen on par with the direct workmen doing the same work. Therefore, the Respondent/Management cannot discriminate among the contract workmen themselves in the payment of wages and such a discrimination is illegal, arbitrary and amounts to unfair labour practice.

8. But, as against this, the Respondent/Management contended that the claim of the Petitioner is not maintainable on several grounds. Firstly, there is no relationship of employer-employee between the Respondent/Management and the Petitioner, and in the absence of employer-employee relationship between the Respondent and Petitioner, the present dispute raised herein does not fall within Section 2K of the I.D. Act. Further, the Petitioner Union has not produced enough material to prove that it has substantial following among the employees of the Respondent/Management. The witnesses examined on the side of the Petitioner have not been able to produce either any oral or documentary evidence to that effect. Being so, the Petitioner lacked *locus standi* to maintain the present claim petition and on this ground also the petition is not maintainable before this Tribunal. It is further contended that it is admitted by the Petitioner union that the terms and conditions of contract workmen under private contractor and the terms and conditions of workmen under INDCOSERVE Society contract are not the same, by virtue of this position alone, the present claim is not maintainable before this Tribunal. Further, grievance of the Petitioner that its employer namely the private contractor is paying wages different from what another employer namely

INDCOSERVE is paying to its members/workmen and such grievance cannot be addressed to the Respondent/Management, and can only be addressed to respective private contractors under whom the members of the Petitioner union are working. Further, in the present case, the Respondent/Management and INDCOSERVE have entered into contract by agreement between the parties and as regards the workmen engaged through INDCOSERVE, the daily wage was increased by a sum of Rs.19.23 per day w.e.f. 1-1-2002, which constituted an agreement between the II Party/Management and INDCOSERVE. Such agreement binds only Respondent/Management and INDCOSERVE and neither the Petitioner nor any private contractor is a party to such agreement between the Respondent/Management and INDCOSERVE. Hence, they are not entitled to claim any benefit or advantage under the said agreement, which is between the Respondent/Management and the INDCOSERVE Society and for this reason also the claim made by the Petitioner Union is not maintainable.

9. Then again, it is contended on behalf of the Respondent that it is a statement of the management witness that the workers under private contractors, some times are getting more wages than the INDCOSERVE Society workers for skilled work and they are getting more amount as salary from the private contractors in some cases. It is an admitted fact that the contract workers engaged by the private contractors are neither regular nor permanent and the private contractors themselves change according to their duration of contract. The wages payable to contract workers are not uniform or identical. Therefore, in view of these features, there is no commonality between one private contractor and another private contractor or between any private contractor and INDCOSERVE. Each private contractor with respect to the workers under the respective contractor formed a separate and distinct class. Likewise, INDCOSERVE formed a separate class by itself different from any other private contractor. Therefore, there can be no question of contract worker being entitled to terms application to another contract worker engaged by another private contractor. When the employers are different, the question of equal pay for equal work, does not arise, even if other conditions are fulfilled. When it is admitted that private contractors as well as INDCOSERVE Society to pay higher wages than the minimum wages, the II Party/Management has no control over the terms and conditions between a contract worker and the respective private contractors. Therefore, one private contractor may pay more wages than another private contractor in respect of identically skilled workmen. These matters are governed by market forces, such as nature of work, competition, availability of workmen, experience, urgency of need etc. Therefore, the contract worker under one private contract or may not be entitled to claim parity with a contract worker under another private contractor either under Article 14 or

any other provision of Law. Therefore, the Respondent/Management is only bound by terms and conditions of the contract with respective contractors including INDCOSERVE. In this case, the Petitioner namely contract workmen has not established before this Tribunal that every contract worker of the private contractor is identically placed in all respects such as qualification, age, nature of work, place of work, method and conditions of entry as contract worker etc. with INDCOSERVE member/worker. Further, the Petitioner union has not produced any pay slip, wage register or any such material to indicate the daily wages received by the contract workers from their employer. Hence, the claim made by the Petitioner Union is unjustified and has not been substantiated. Therefore, merely because some contract workers are getting more daily wages, provides no justification for any other contract worker engaged by a different contractor to claim parity. The fact the INDCOSERVE is a co-operative society governed by a statute whereas the other private contractors are either individuals or firms, is itself sufficient to hold that two are incomparable. Above all, the prayer made in dispute made by the Petitioner amounts to a prayer to unilaterally alter or amend the terms of private contract entered into between the II Party/Management and respective private contractors, as such, the Tribunal has no power or jurisdiction to alter such private contracts or to substitute the existing contracts with another onerous contract. It is the further contention of the learned counsel for the Respondent that claim of equal pay for equal work is not automatic and it depends upon various factors namely service conditions, responsibility etc. and in the case of INDCOSERVE workmen, they are governed by their own standing orders and bye-laws whereas, no such factors apply in the case of individual contract workers engaged by private contractors. It is also contended on behalf of the Respondent that it is not the case of the Petitioner union that any of their members who are contract workers working for Respondent/Management are being paid less than minimum wages and what they are claiming wages is at the rate higher than the minimum wages. Such demand has to be necessarily placed before the contractor/employer by the respective contract worker. Under such circumstances, the claim made by the Petitioner union is not maintainable before this Tribunal. It is further contended that it is open for one contractor to pay more than the minimum wages even if other contractors are not doing so. In the present case, the INDCOSERVE Society as a private contractor has been able to get better terms and as a result he is able to pay Rs. 19.23 per day over and above the minimum wages and it cannot be questioned by the Petitioner union. The total number of private contract workers is large number and not a decreasing number, where as INDCOSERVE Society members are decreasing every year either absorbed as regular employee, retired, death, discontinued work etc. For these reasons also the comparison cannot be made by the Petitioner. The claim

made by the Petitioner is based on parity between the two distinctively placed set of contract workers employed by different private contractors does not arise even under Article 14. Therefore, the claim made by the Petitioner union is not maintainable before this Tribunal.

10. Learned counsel for the Respondent further relied on the rulings reported in 1996 1 SCC 428 ASSOCIATE BANKS OFFICERS ASSOCIATION Vs. STATE BANK OF INDIA AND OTHERS wherein the Associate Banks Officer's Association claimed parity in employment and equal pay for equal work in which the Supreme Court has held that "the doctrine is designed to correct irrational and inexplicable pay differentiation which can be looked upon as discrimination against an employee or a given set of employees. It is easier to identify such discriminated groups when the discriminated group is sex-based (women) or colour based (blacks in USA) or caste-based (Scheduled Castes etc.) and more difficult to identify in other cases. But, unless there is such identifiable discrimination, the doctrine should not be applied and mere difference is not discrimination." Further, it has held that "applicability of the principle when there is a negotiated settlement, employees of subsidiary banks of State Bank of India receiving certain benefits by way of negotiated settlement with the management, their subsequent claim for parity with their counterparts in State Bank of India is not sustainable." Then the learned counsel for the Respondent relied on the rulings reported in JT 2002 5 SC 189 STATE OF HARYANA Vs. HARYANA CIVIL SECRETARIAT PERSONAL STAFF ASSOCIATION wherein the Personal Assistants in State Civil Secretariat of Haryana filed Writ seeking same scale of pay granted by Central Govt. to P.As working in Central Secretariat in which, the Supreme Court has held that "the High Court failed to make any comparison of the nature of duties and responsibilities" as well as the qualifications for the two categories of P.As. Equal pay for equal work is not a fundamental right vested in any employee. Factors such as financial position of Govt. and the additional liability have to be kept in mind. Courts should approach such matters with restraint and interfere only when they are satisfied that the decisions of Govt. is penalty irrational, unjust and prejudicial to a section of the employees" and rejected the claim of the Petitioner. Then the counsel for the Respondent relied on the rulings reported in JT 2003 5 SC 544 STATE OF HARYANA AND ANOTHER Vs. TILAKRAJ AND OTHERS. In that case 35 Respondents were appointed at different points of time as helpers on daily wages in Haryana Roadways and they filed Writ Petition claiming that they were entitled to regularisation in view of service rendered for long period and/or that they were to be paid the same salary as paid to regular employees in which the High Court allowed the Writ Petition. Against that order, while dealing with the aspect regarding applicability of doctrine of equal pay for equal work when a daily wager can claim comparison with the regular and permanent staff for any purpose including

a claim for equal pay, the Supreme Court has held that "Respondent appointed at different points of time as helpers on daily wages by the appellant corporation claiming regularisation and also seeking salary at par with regular employees on the ground of 'equal pay for equal work', the claimants having failed to substantiate a clear cut basis of equivalence and a resultant hostile discrimination and no material having been produced as to the nature of the duties of either categories, the principle of equal pay for equal work, not being an abstract principle would not be applicable". Then again, the learned counsel for the Respondent relied on the rulings reported in 1982 1 LLJ 344 RANDHIR SINGH Vs. UNION OF INDIA AND OTHERS wherein the Supreme Court has held that "if officers of the same rank perform dissimilar functions and the powers, duties and responsibilities of the post held by them varies, such officers cannot be heard to complain of dissimilar pay merely because the posts are of the same rank and the nomenclature is the same." Learned counsel for the Respondent further relied on the rulings reported in JT 2001 7 SC 252 BONGAIGAON REFINERY AND PETROCHEMICALS LTD. Vs. SAMJUDDIN AHMED wherein the Supreme Court has held that "meaning of workman"—Respondent offered employment by appellant corporation under the benevolent scheme applicable to persons whose lands had been acquired by appellant corporation for setting up oil refinery and at the stage of joining and accepting the joining report, appellant coming to know that the Respondent had suppressed factual information and that he was not entitled to be offered the job in the category of displaced persons and accordingly withdrawing the letter of appointment and not accepting the joining report and the Respondent moved the Central Govt. by raising an industrial dispute. Though the Govt. refused to refer the matter, on the direction of High Court the Govt. made reference to the Tribunal and the appellant corporation challenged the order of reference by filing Writ. Though the Single Judge of High Court has held that order of reference is not maintainable, the Division Bench of the High Court has reversed the order of Single Judge, in which the Supreme Court has held that "as the Respondent had not entered the employment referring a dispute at his instance was misconceived, Court should not have extended its helping hand to a non-deserving claimant. Reference of the dispute at the instance of the Respondent was wholly unwarranted and uncalled for."

11. Then the learned counsel for the Respondent with regard to non-maintainability of petition before this Tribunal further relied on the rulings reported in 2004 2 CTC 430 MUKAND LTD. Vs. MUKAND STAFF AND OFFICERS' ASSOCIATION wherein while considering whether the Tribunal can entertain the dispute with regard to non-workman, the Supreme Court has held that "the Tribunal has no jurisdiction to entertain and decide dispute

relating to non-workmen and the industrial disputes can be raised only by workmen." Again, learned counsel for the Respondent relied on the rulings reported in JT 1995 4 SC 264 GUJARAT ELECTRICITY BOARD, THERMAL POWER STATION Vs. HIND MAZDOOR SABHA AND OTHERS wherein the Supreme Court has held that "having regard to the scheme and objects of the Act and its other provisions, the expression 'any person' in Section 2(K) of the I.D. Act must be read subject to such limitations and qualifications as arise from the context; the two crucial limitations are—(i) the dispute must be a real dispute between the parties to the dispute (as indicated in the first two parts of the definition clause) so as to be capable of settlement or adjudication by one party to the dispute giving necessary relief to the other; and (ii) the person regarding whom the dispute is raised must be one in whose employment, non-employment, terms of employment or conditions of labour (as the case may be) the parties to the dispute have a direct or substantial interest. Strictly speaking, a workman within the meaning of the Act must be one in whose employment, non-employment, terms of employment or conditions of labour the workman as a class have Appellate Authority direct or substantial interest." It was also held in that case, that "the person mentioned was not a workman and he belonged to medical or technical staff, a different category altogether from workman. Therefore, the appellant had direct nor substantial interest in his employment or non-employment and even assuming that he was a member of the same trade union, it cannot be said on the facts laid down by us, that the dispute regarding his termination of service was an industrial dispute within the meaning of Section 2(k) of the Act." Relying on all these decisions he argued that this dispute raised by the Petitioner Union is not maintainable before this forum and hence, it is liable to be dismissed.

12. On the other hand, learned counsel for the Petitioner relied on the rulings reported in 1986 1 LLJ 134 DHIRENDRA CHAMOLI AND ANOTHER Vs. STATE OF U.P. wherein the Supreme Court has held that "the fact that these employees accepted employment with full knowledge that they will be paid only daily wages and they will not get the same salary and conditions of service as other Class IV employees cannot provide an escape to the Central Govt. to avoid the mandate of equality enshrined in Article 14 of the Constitution. This Article declares that there shall be equality before law and equal protection of the law and implicit in it is the further principle that there must be equal pay for work of equal value. These employees who are in the service of the different Nehru Yuvak Kendras in the country and who are admittedly performing the same duties as Class IV employees must therefore, get the same salary and conditions of service as Class IV employees. It makes no difference whether they are appointed in sanctioned posts or not. So long as they are performing the same duties, they must receive the same salary and conditions

of service as Class IV employees." Relying on this decision, learned counsel for the Petitioner, argued that in this case, though the Respondent contended that the work done by the INDCOSERVE society workmen and the members of the Petitioner union are different, they have not produced even a single document to show that these workmen are working in two different works. No doubt, the workmen engaged by private contractors are doing as per the contract entered into by the contractor and the Respondent/Management, there are only four categories of workmen namely (i) unskilled; (ii) semi-skilled; (iii) skilled & (iv) highly skilled and the Respondent/Management has fixed the rate of wages as per Minimum Wages Act. Under such circumstances, it cannot be said that they are doing different works at different places. When the Petitioner examined his witness who are in INDCOSERVE society, the Respondent/Management has not nullified the evidence given by the said witness that the evidence given by them is false. Under such circumstances, it should be presumed that both are doing the same work and they cannot be classified to do different work by different rates. Under such circumstances, the aforesaid Supreme Court decision is squarely applicable to the facts of this case. Though the II Party/Management discriminating the regular workmen and contract workmen regarding payment of wages, this case is not relating to equal wages for contract workmen on par with the regular workmen for doing the same work, on the other hand, the discrimination made by the respondent/Management among the contract workmen themselves in payment of wages is illegal and arbitrary and amounts to unfair labour practice. Learned counsel for the Petitioner further relied on the rulings of Madras High Court in an unreported case in CENTRAL ORGANISATION OF TAMIL NADU ELECTRICITY EMPLOYEES Vs. TAMIL NADU ELECTRICITY BOARD, wherein the Madras High Court while considering whether the Respondent/Management has to pay equal wages to the contract workmen as that of wages paid to workmen of INDCOSERVE Society, it has held that "there can be no distinction between the Petitioner/workers and the workmen engaged through INDCOSERVE which is admittedly a society comprising only contract labourers, therefore, the dual stand adopted by the Respondent/Management one in favour of INDCOSERVE and the other against the Petitioner/workers who are similarly placed as INDCOSERVE employees cannot at all be justified." Learned counsel for the Petitioner relying on this decision argued that in that case the management contended that Petitioner/workers not being employed through INDCOSERVE cannot claim the same terms of employment, wages and allowances payable to the workers under INDCOSERVE. The INDCOSERVE is a separate body with which the Respondent has separate agreement and payment of bonus paid to them was regulated by the forum exclusively dealing with the affairs of INDCOSERVE. Therefore, the payment made to the workers under INDCOSERVE is not at all sustainable and cannot justify

the claim of the Petitioners to be treated on par with the INDCOSERVE employees. But, the High Court has not accepted the contention of the Respondent/Management and held the only ground on which the Petitioners are denied the benefit of bonus and ex-gratia payment as paid to the workers under INDCOSERVE, is Petitioners are contract labourers and that they cannot be equated to the regular employees of the Board or employees under INDCOSERVE which is a society with which separate agreements have been executed. This contention cannot at all be accepted for the simple reason that the employees through INDCOSERVE are also contract labourers. Further, the action of the Respondent in trying to make a distinction between the contract labour employees through INDCOSERVE on the one hand and other the contract labourers on the other hand as different cannot also be sustained. Such action of the Respondent/Management on the face of it is discriminatory, arbitrary and not based on any rationale. It also held that there is no dispute over the fact that workers belonging to the Petitioner union are discharging the same nature of work as by the employees through INDCOSERVE, therefore, the refusal to pay the bonus and ex gratia in the same terms as given in favour of the employees through INDCOSERVE is discriminatory and arbitrary and cannot be sustained. Learned counsel for the Petitioner relying on this decision argued that the ratio decidendi in the above case is squarely applicable to the facts of the present case and in this case, the members of the Petitioner union namely contract workers engaged by private contractors are doing the same work as that of INDCOSERVE Society members. Under such circumstances, there cannot be any discrimination among the contract workers. Further, the members of the INDCOSERVE is also contract workers and INDCOSERVE society is also a contractor, though not a private /individual contractor. Under such circumstances, there must be parity among the contract workers engaged by the Respondent/Management.

13. I find much force in the contention of the learned counsel for the Petitioner. Though the Respondent/Management has distinguished the members of the Petitioner union on the ground that contract workers are neither regular nor permanent and they will be changed according to the duration of contract and the wages are not uniform or identical, I find there is no force in the contention of the learned counsel for the Respondent because merely, a society has been formed, it cannot be said that the workers of the society are doing different work under the Respondent/Management. No doubt, the workers will do the work as per the duration of contract, it cannot be established before this Court that wages given to the contract workers by the private contractors are different. On the other hand, it is established by the Petitioner union through oral evidence that wages are uniform and identical in the case of contract workers

engaged by the private contractors. No doubt, Respondent/Management has examined their officers to say that private contractors are paying more money than the minimum wages fixed by the Respondent/Management. It is only vague assertion and there is no clear cut evidence to substantiate this claim that private contractors are paying more wages than minimum wages fixed by the Respondent/Management. Under such circumstances, I find the enhancement of wages given to workers of the INDCOSERVE Society should also be given to the members of the Petitioner union namely contract workers of the private contractor. Further, I find the announcement of Minister for Coal & Mines during his visit to Neyveli Lignite Corporation on 21-11-2001 to give fringe benefits to entire workmen because only when he has got impressed with the performance of Neyveli Lignite Corporation in entirety had announced the enhancement of payment of wages or stipend. Under such circumstances, this fringe benefits must also be given to workers of the private contractors who are also responsible for the performance of the Respondent/Management. Usually, the fringe benefits was paid by employers on satisfying with the performance of the employees. In this case, it is not disputed that the Minister has given this increase in wage on being impressed with the performance of Respondent/Management as a whole. It is also admitted by management witness that the contract workmen employed through individual contractors were also responsible for the performance of the Respondent/Management. Therefore, various contract workmen employed through contractors were also equally contributing for the better performance of the Respondent/Management like any other workmen and it is established that they are doing the same work as that of the society workers and therefore, the II Party/Management cannot discriminate the contract workmen employed through various individual contractors. For these reasons, I find the Petitioner is entitled to claim the increased wages given by the circular dated 11-4-2002 to the INDCOSERVE Society members. As such, I find this point in favour of the Petitioner.

Point No. 2:

The next point to be decided in this case is to what relief the Petitioner is entitled?

14. In view of my foregoing findings that the demand made by the Petitioner union for equal raise in the wages of contract workmen on par with the Neyveli Lignite Corporation INDCOSERVE Society contract workmen is legal and justified, I direct the Respondent/Management to pay the increased wages to all contract workmen employed through individual contractors on par with the Contract workmen employed through INDCOSERVE Society with effect from the date of filing of this claim petition. No Costs.

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the Claimant : WW1 Sri P. Kuppusamy
 WW2 Sri S. Balakrishnan

For the Respondent : MW1 Sri L. Santhanakrushnan
 MW2 Sri N. Muthu
 MW 3 Sri V.T. Govindaraju

Documents Marked :—**For the I Party/Petitioner :**

Ex. No.	Date	Description
W1	11-04-02	Xerox copy of the order of Respondent/ Management increasing wages to contract workmen of INDCOSERVE
W2	09-07-02	Xerox copy of the order of Respondent/ Management to all units heads regarding minimum rate of wages.
W3	03-06-03	Xerox copy of the order of Respondent/ Management regarding minimum rate wages to INDCOSERVE Society.
W4	03-06-03	Xerox copy of the order of Respondent/ Management regarding minimum rate wages payable to workmen through private contracts.
W5	20-06-03	Xerox copy of the order of Respondent/ Management regarding minimum rate wages payable to Hosecos Society.
W6	16-05-02	Xerox copy of the order of Respondent/ Management regarding payment of cash award to INDCOSERVE workmen and contract personnel.
W7	Nil	Xerox copy of the wage slip of members of Housecos.
W8	28-06-02	Xerox copy of the strike notice given by Petitioner.
W9	07-12-02	Xerox copy of the letter from Respondent to Assistant Labour Commissioner (Central).
W10	03-02-03	Xerox copy of the letter from Respondent to Assistant Labour Commissioner (Central).
W11	22-08-03	Xerox copy of the letter from Respondent to Assistant Labour Commissioner (Central).
W12	Nil	Xerox copy of the membership list of I Party Union.
W13	31-01-00	Xerox copy of the certificate of registration of I party.
W14	Nil	Xerox copy of the ID card of Mr. S. Balakrishnan.
W15	July, 05	Xerox copy of the wage slip of Mr. S. Balakrishnan.

For the II Party/Management:

Ex. No.	Date	Description
M1	Nil	Xerox copy of the bye laws and certified standing orders.
M2	Nil	Xerox copy of the byelaws and certified standing orders.
M3	Nil	Xerox copy of the agreement between Respondent and INDCOSERVE society.

नई दिल्ली, 8 मई, 2007

का.आ. 1568.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेवेली लिग्नाइट कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 307/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-05-2007 को प्राप्त हुआ था।

[सं. एल-22012/69/2003-आई. आर. (सी.एम.-11)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 8th May, 2007

S.O. 1568.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 307/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Neyveli Lignite Corporation Limited, and their workmen, received by the Central Government on 8-5-2007.

[No. L-22012/69/2003-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
 CHENNAI**

Wednesday, the 28th February, 2007

Present: K. Jayaraman,
 Presiding Officer

Industrial dispute no. 307/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Neyveli Lignite Corporation Limited and their workmen)

BETWEEN

The General Secretary,
 NLC Thozhilalar Ottummai
 Maiyam, Neyveli

I Party/Claimant

AND

The Director (Personnel), II Party/Management
Neyveli Lignite Corporation,
Neyveli.

APPEARANCE

For the Claimant : M/s. D. Hariparamathan,
Advocates
For the Management : M/s. N.A.K. Sarma, Advocates

AWARD

The Central Government, Ministry of Labour *vide* Order No. L-22012/59/2003-IR (CM-II) dated 30-1-2004 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows:—

"Whether the demand of the NLC Thozhilalar Otrumei Maiyam for equal raise in the wages of the contract workmen on par with the NLC Indcoserve Society Contract workmen is legal and justified? If so, to what relief are the workmen entitled?"

2. After the receipt of the reference, it was taken on file as I.D. No. 307/2004 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:

The Petitioner union is a trade union registered under the Trade Unions Act. It has substantial following among the contract workmen. In the II Party/Management there are three types of contract workmen. One is the contract workmen employed through Industrial Co-operative Service Society shortly INDCOSERVE Society. The second type is contract workmen employed through house keeping co-operative society, shortly HOUSECOS. Both are registered under Co-operative Societies Act. The third type is the contract workmen employed through various individual contractors. There are about ten thousand contract workmen employed by II Party/Management in total. Out of these about 2000 contract workmen are employed through INDCOSERVE and about 200 are employed through HOUSECOS and the remaining contract workmen are employed through individual contractors. In the contract workmen there are four categories namely unskilled, semi-skilled, skilled and highly skilled and the wages paid to contract workmen in each category is the same whether they belong to one type or the other and there is no discrimination between the contract workmen employed through one type and the other type. Wages for the contract workmen are daily rated and they are paid wages either weekly or monthly. While so, barring the contract workmen through various contractors, there is an increase of Rs. 500 per month in the wages of each contract workmen employed through other two types

of members of the Society and they are paid Rs.19.23 per day in addition to the daily wage. The said increase is given from 1-2-2002 pursuant to the order dated 11-4-2002 of the Respondent/Management. It was stated in the order that having got impressed with the performance of the II Party/Management, the increase is given. If that is the reason, the contract workmen employed through various individual contractors cannot be denied the same, since they are equally contributing for the better performance of the II Party /Management like other contract workmen. Further, they are employed side by side, therefore, the II Party/Management cannot discriminate the contract workmen employed through various individual contractors. Therefore, this cannot be disturbed by the II Party/Management. The work carried out by the workmen belonging to each category is the same. That is why parity is being maintained. It is based on the sound principle of equal pay for equal work. Though both the direct workmen and contract workmen are doing the same work, the contract workmen are not paid the same wages as given to direct workmen. But this case is not relating to equal wages for contract workmen on par with direct workmen doing the same work. The Respondent/Management cannot discriminate at least among contract workmen themselves in the payment of wages and such a discrimination is illegal, arbitrary and amounts to unfair labour practice. Hence, for all these reasons, the Petitioner union prays this Tribunal to pass an award holding that the demand for equal raise in wages of contract workmen on par with the Neyveli Lignite Corporation INDCOSERVE Society contract workmen.

4. As against this, the Respondent in its Counter Statement contended that at the outset the Petitioner Union has no locus standi to maintain this dispute, as it is not representative in character. The workers deployed to work by the Petitioner union is insignificant. The claim for parity in wages need to be substantiated by proving that the two categories are identically or equally placed in all other respects and the onus of establishing the same is on the Petitioner. Unless the workmen have been hired by or through a contractor, such workmen would not become contract labour. In the present case, the character of the workmen for whose benefit, the Claim Statement has been filed is unclear. With regard to INDCOSERVE society, neither the contractor nor the workmen are contract workmen under Contract Labour (Regulation & Abolition) Act. The workmen deputed by INDCOSERVE have not been hired by INDCOSERVE, but are the member employees borne on the rolls of INDCOSERVE. Therefore, there is no justification to treat the workman engaged through INDCOSERVE as being equally or similarly placed as those workmen hired or otherwise engaged through private contractors. INDCOSERVE society is a separate legal entity and is governed by its own bye-laws and standing orders. INDCOSERVE society is deputing personnel on its rolls to various units of the II Party/Management as per its

requirements and does not supply contract labour to the corporation. The claim for parity by the Petitioner is without any basis. The II Party/Management only stipulates in all contracts that wages should not be less than the statutory minimum wages and it is open for the private contractor to offer competitive bids. Hence, the Petitioner Union ought to be placing their demand for increase in wages with their concerned contractors. This Tribunal has no power to alter or modify a contract for work validly entered into between the Corporation and a private contractor. The workmen engaged through INDCOSERVE they form a separate class and they are entitled to minimum wages prescribed, whereas the workmen engaged through private contractors were at liberty to receive higher wages depending upon the market conditions of demand and supply, skill etc. Therefore, the wages paid by them may not be uniform or identical and the Corporation has no say in the matter. The Respondent/Management has not engaged any contract workers, on the other hand, the contract workers are deployed by the private contractors to execute the work and there is no direct employer-employee relationship between the Respondent and the contract workers deployed by the various private contractors. The INDCOSERVE workmen are not contractor labourers and they do not stand on the same footing as private contractors' workers. It is true that wages of INDCOSERVE workmen were enhanced by Rs.19.23 per day w.e.f. 1-2-2002. On that ground, the Respondent cannot be required to unilaterally enhance the wages of those employed through private contractors. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in its reply statement alleged that about 1300 contract workmen employed in Neyveli Lignite Corporation and members of the Petitioner Union, which is substantial in number among the contract workmen. Hence, the allegation that the Petitioner union has no locus standi and representative character is untenable and is to be rejected. Except the payment by INDCOSERVE and HOUSECOS and individual contractors the contract workmen are all similarly placed workmen in all respect such as allocation of work, nature of employment and duties, control and supervision etc. and all the three types of contract workmen are employed through INDCOSERVE, HOUSECOS and individual contractors only for and on behalf of Neyveli Lignite Corporation. Even in various circulars issued by Respondent/Management regarding fixation of minimum rate of daily wages would clearly establish that the workmen referred to therein are employed either through INDCOSERVE, HOUSECOS or individual contractors by Neyveli Lignite Corporation. INDCOSERVE, HOUSECOS are in no way different from individual contractors and both are also contractors like other individual contractors. Only because of that the Respondent/Management has fixed the same minimum daily rate of wages. Therefore, the same reasoning will also apply

for the payment of enhanced daily wages to the contract workmen employed through individual contractors and the Respondent/Management cannot differentiate and distinguish them for the purpose of payment of enhancement in the minimum daily rate of wages. Since the contract workmen through the private contractors are also doing the same work before and after 1-2-2002 when the Hon'ble Minister for Coal announced increased payment of Rs. 500 per month, the II Party/Management is bound to pay Rs. 19.23 per day to the contract workmen employed through individual contractors w.e.f. 1-2-2002. Hence, the I Party Union prays this Tribunal to pass an award in their favour.

6. In these circumstances, the points for my consideration are :—

- (i) "Whether the demand of the Petitioner union for raise in the wages of the contract workmen on par with Neyveli Lignite Corporation INDCOSERVE Society contract workmen is legal and justified?"
- (ii) "To what relief the concerned workmen are entitled?"

Point No. 1 :—

7. The dispute in this case is the Petitioner has claimed that the benefit of circular dated 11-4-2002 namely under Ex. W1 issued by the II Party/Management enhancing the wages of INDCOSERVE and HOUSECOS workers by Rs.19.23 per day with effect from 1-2-2002 should be offered to the members of the Petitioner union as well. The Petitioner claimed that it is a registered trade union under Trade Unions Act and it has substantial following among the workmen employed by II Party/Management and the minimum wages payable to contract workers are periodically fixed during the month of April in every year as per the four categories and the Petitioner further contended that the increase given from 1-2-2002 in pursuant to order dated 11-4-2002 stating that the Minister of Coal having got impressed with the performance of the II Party/Management, the increase is given. If that is the reason, the contract workmen employed through various contractors cannot be denied the same. Because, the contract workmen employed through various contractors are equally contributing for the better performance of the II Party/Management like other contract workmen. Further, the contract workmen employed by private contractors in every area are doing the same work done by the INDCOSERVE Society workmen and also Housecos Society workmen. Therefore, the Respondent/Management cannot discriminate the contract workmen employed through various individual contractors. It is the further contention of the Petitioner that there has been uniformity in the payment of wages in all types of contract workmen, if they belong to same category and this cannot be disturbed by the II Party/Management particularly, when the said

practice is in vogue for years together and at no point of time, there was disparity in payment of wages. It is also clearly admitted that the work carried on by the workmen belonging to each category is the same, that is why the parity is being maintained and it is based on the sound principle of 'equal pay for equal work' as enshrined in Article 39(d) i.e., Article 14 of the Constitution. Therefore, the Respondent/Management cannot discriminate the workmen of the Petitioner union with that of Houseco society workmen. Further, in this case it is not the case relating to equal wages for contract workmen on par with the direct workmen doing the same work. Therefore, the Respondent/Management cannot discriminate among the contract workmen themselves in the payment of wages and such a discrimination is illegal, arbitrary and amounts to unfair labour practice.

8. But, as against this, the Respondent/Management contended that the claim of the Petitioner is not maintainable on several grounds. Firstly, there is no relationship of employer-employee between the Respondent/Management and the Petitioner and in the absence of employer-employee relationship between the Respondent and Petitioner, the present dispute raised herein does not fall within Section 2K of the I.D. Act. Further, the Petitioner Union has not produced enough material to prove that it has substantial following among the employees of the Respondent/Management. The witnesses examined on the side of the Petitioner have not been able to produce either any oral or documentary evidence to that effect. Being so, the Petitioner lacked locus standi to maintain the present claim petition and on this ground also the petition is not maintainable before this Tribunal. It is further contended that it is admitted by the Petitioner union that the terms and conditions of contract workmen under private contractor and the terms and conditions of workmen under INDCOSERVE society contract are not the same, by virtue of this position alone, the present claim is not maintainable before this Tribunal. Further, grievance of the Petitioner that its employer namely the private contractor is paying wages different from what another employer namely INDCOSERVE is paying to its members/workmen and such grievance cannot be addressed to the Respondent/Management, and can only be addressed to respective private contractors under whom the members of the Petitioner union are working. Further, in the present case, the Respondent/Management and INDCOSERVE have entered into contract by agreement between the parties and as regards the workmen engaged through INDCOSERVE, the daily wage was increased by a sum of Rs. 19.23 per day w.e.f. 1-1-2002, which constituted an agreement between the II Party/Management and INDCOSERVE. Such agreement binds only Respondent/Management and INDCOSERVE and neither the Petitioner nor any private contractor is a party to such agreement between the Respondent/Management and INDCOSERVE.

Hence, they are not entitled to claim any benefit or advantage under the said agreement, which is between the Respondent/Management and the INDCOSERVE society and for this reason also the claim made by the Petitioner Union is not maintainable.

9. Then again, it is contended on behalf of the Respondent that it is a statement of the management witness that the workers under private contractors, some times are getting more wages than the INDCOSERVE society workers for skilled work and they are getting more amount as salary from the private contractors in some cases. It is an admitted fact that the contract workers engaged by the private contractors are neither regular nor permanent and the private contractors themselves change according to their duration of contract. The wages payable to contract workers are not uniform or identical. Therefore, in view of these features, there is no commonality between one private contractor and another private contractor or between any private contractor and INDCOSERVE. Each private contractor with respect to the workers under the respective contractor formed a separate and distinct class. Likewise, INDCOSERVE formed a separate class by itself different from any other private contractor. Therefore, there can be no question of contract worker being entitled to terms application to another contract worker engaged by another private contractor. When the employers are different, the question of equal pay for equal work does not arise, even if other conditions are fulfilled. When it is admitted that private contractors as well as INDCOSERVE society to pay higher wages than the minimum wages, the II Party/Management has no control over the terms and conditions between a contract worker and the respective private contractors. Therefore, one private contractor may pay more wages than another private contractor in respect of identically skilled workmen. These matters are governed by market forces, such as nature of work, competition, availability of workmen, experience, urgency of need etc. Therefore, the contract worker under one private contract or may not be entitled to claim parity with a contract worker under another private contractor either under Article-14 or any other provision of law. Therefore, the Respondent/Management is only bound by terms and conditions of the contract with respective contractors including INDCOSERVE. In this case, the Petitioner namely contract workmen has not established before this Tribunal that every contract worker of the private contractor is identically placed in all respects such as qualification, age, nature of work, place of work, method and conditions of entry as contract worker etc. with INDCOSERVE member/worker. Further, the Petitioner union has not produced any pay slip, wage register or any such material to indicate the daily wages received by the contract workers from their employer. Hence, the claim made by the Petitioner Union is unjustified and has not been substantiated. Therefore, merely because some contract workers are getting more daily wages,

provides no justification for any other contract worker engaged by a different contractor to claim parity. The fact that INDCOSERVE is a co-operative society governed by a statute whereas the other private contractors are either individuals or firms, is itself sufficient to hold that two are incomparable. Above all, the prayer made in dispute made by the Petitioner amounts to a prayer to unilaterally alter or amend the terms of private contract entered into between the II Party/Management and respective private contractors, as such, the Tribunal has no power or jurisdiction to alter such private contracts or to substitute the existing contracts with another onerous contract. It is the further contention of the learned counsel for the Respondent that claim of equal pay for equal work is not automatic and it depends upon various factors namely service conditions, responsibility etc. and in the case of INDCOSERVE workmen, they are governed by their own standing orders and bye-laws whereas, no such factors apply in the case of individual contract workers engaged by private contractors. It is also contended on behalf of the Respondent that it is not the case of the Petitioner union that any of their members who are contract workers working for Respondent/Management are being paid less than minimum wages and what they are claiming wages is at the rate higher than the minimum wages. Such demand has to be necessarily placed before the contractor/employer by the respective contract worker. Under such circumstances, the claim made by the Petitioner union is not maintainable before this Tribunal. It is further contended that it is open for one contractor to pay more than the minimum wages even if other contractors are not doing so. In the present case, the INDCOSERVE society as a private contractor has been able to get better terms and as a result he is able to pay Rs. 19.23 per day over and above the minimum wages and it cannot be questioned by the Petitioner union. The total number of private contract workers is large number and not a decreasing number, where as INDCOSERVE society members are decreasing every year either absorbed as regular employee, retired, death, discontinued work etc. For these reasons also the comparison cannot be made by the Petitioner. The claim made by the Petitioner is based on parity between the two distinctively placed set of contract workers employed by different private contractors does not arise even under Article 14. Therefore, the claim made by the Petitioner union is not maintainable before this Tribunal.

10. Learned counsel for the Respondent further relied on the rulings reported in 1998 1 SCC 428 ASSOCIATE BANKS OFFICERS ASSOCIATION Vs. STATE BANK OF INDIA AND OTHERS wherein the Associate Banks Officer's association claimed parity in employment and equal pay for equal work in which the Supreme Court has held that "the doctrine is designed to correct irrational and inexplicable pay differentiation which can be looked upon as discrimination against an employee or a given set of

employees. It is easier to identify such discriminated groups when the discriminated group is sex-based (women) or colour based (blacks in USA) or caste-based (Scheduled Castes etc.) and more difficult to identify in other cases. But, unless there is such identifiable discrimination, the doctrine should not be applied and mere difference is not discrimination." Further, it has held that "applicability of the principle when there is a negotiated settlement, employees of subsidiary banks of State Bank of India receiving certain benefits by way of negotiated settlement with the management, their subsequent claim for parity with their counterparts in State Bank of India is not sustainable." Then the learned counsel for the Respondent relied on the rulings reported in JT 2002 5 SC 189 State of Haryana Vs. Haryana Civil Secretariat Personal Staff Association wherein the Personal Assistants in State Civil Secretariat of Haryana filed Writ seeking same scale of pay granted by Central Govt. to P.As working in Central Secretariat in which, the Supreme Court has held that "the High Court failed to make any comparison of the nature of duties and responsibilities, as well as the qualifications for the two categories of P.As. Equal pay for equal work is not a fundamental right vested in any employee. Factors such as financial position of Govt. and the additional liability have to be kept in mind. Courts should approach such matters with restraint and interfere only when they are satisfied that the decision of Govt. is patently irrational, unjust and prejudicial to a section of the employees" and rejected the claim of the Petitioner. Then the counsel for the respondent relied on the rulings reported in JT 2003 5 SC 544 State of Haryana and another Vs. Tilak Raj and others. In that case 35 respondents were appointed at different points of time as helpers on daily wages in Haryana roadways and they filed Writ Petition claiming that they were entitled to regularisation in view of service rendered for long period and/or that they were to be paid the same salary as paid to regular employees in which the High Court allowed the Writ Petition. Against that order, while dealing with the aspect regarding applicability of doctrine of equal pay for equal work when a daily wager can claim comparison with the regular and permanent staff for any purpose including a claim for equal pay. The Supreme Court has held that "respondent appointed at different points of time as helpers on daily wages by the appellant corporation claiming regularisation and also seeking salary at par with regular employees on the ground of 'equal pay for equal work, the claimants having failed to substantiate a clear cut basis of equivalence and a resultant hostile discrimination and no material having been produced as to the nature of the duties of either categories, the principle of equal pay for equal work, not being on abstract principle would not be applicable." Then again, the learned counsel for the Respondent relied on the rulings reported in 1982 1 LLJ 344 Randhir Singh Vs. Union of India and others wherein the Supreme Court has held that "if officers of the same rank perform dissimilar

functions and the powers, duties and responsibilities of the post held by them varies, such officers cannot be heard to complain of dissimilar pay merely because the posts are of the same rank and the nomenclature is the same." Learned counsel for the Respondent further relied on the rulings reported in JT 2001 7 SC 252 Bongaigaon Refinery and Petro Chemicals Ltd. Vs. Samiuddin Ahmed wherein the Supreme Court has held that "meaning of workman"—Respondent offered employment by appellant corporation under the benevolent scheme applicable to persons whose lands had been acquired by appellant corporation for setting up oil refinery and at the state of joining and accepting the joining report, appellant coming to know that the Respondent had suppressed factual information and that he was not entitled to be offered the job in the category of displaced persons and accordingly withdrawing the letter of appointment and not accepting the joining report and the Respondent moved the Central Govt. by raising an industrial dispute. Though the Govt. refused to refer the matter, on the direction High Court the Govt. made reference to the Tribunal and the appellant corporation challenged the order of reference by filing Writ. Though the Single Judge of High Court has held that order of reference is not maintainable, the Division Bench of the High Court has reversed the order of Single Judge, in which the Supreme Court has held that "as the Respondent had not entered the employment referring a dispute of his instance was misconceived, Court should not have extended its helping hand to a non-deserving claimant. Reference of the dispute as the instance of the Respondent was wholly unwarranted and uncalled for."

11. Then the learned counsel for the Respondent with regard to non-maintainability of petition before this Tribunal further relied on the rulings reported in 2004 2 CTC 430 Mukand Ltd. Vs. Mukand Staff and Officers' Association wherein while considering whether the Tribunal can enter the dispute with regard to non-workman, the Supreme Court has held that "the Tribunal has no jurisdiction to entertain and decide dispute relating to non-workmen and the industrial disputes can be raised only by workmen." Again, learned counsel for the Respondent relied on the rulings reported in JT 1995 4 SC 264 Gujarat Electricity Board, Thermal Power Station Vs. Hind Mazdoor Sabha and others wherein the Supreme Court has held that "having regard to the scheme and objects of the Act and its other provisions, the expression 'any person' in Section 2(k) of the I.D. Act must be read subject to such limitations and qualifications as arise from the context; the two crucial limitations are—(i) the dispute must be a real dispute between the parties to the dispute (as indicated in the first two parts of the definition clause) so as to be capable of settlement or adjudication by one party to the dispute giving necessary relief to the other; and (ii) the person regarding whom the dispute is raised must be one in whose employment, non-employment, terms of employment or conditions of labour (as the case may

be) the parties to the dispute have a direct or substantial interest. Strictly speaking, a workman within the meaning of the Act must be one in whose employment, non-employment, terms of employment or conditions of labour the workman as a class have Appellate Authority direct or substantial interest." It was also held in that case, that "the person mentioned was not a workman and he belonged to medical or technical staff, a different category altogether from workman. Therefore, the appellant had direct nor substantial interest in his employment or non-employment and even assuming that he was a member of the same trade union, it cannot be said on the tests laid down by us, that the dispute regarding his termination of service was an industrial dispute within the meaning of Section 2(k) of the Act." Relying on all these decisions he argued that this dispute raised by the Petitioner Union is not maintainable before this forum and hence, it is liable to be dismissed.

12. On the other hand, learned counsel for the Petitioner relied on the rulings reported in 1986 1 LLJ 134 Dhirendra Chamoli and another Vs. State of U.P. wherein the Supreme Court has held that "the fact that these employees accepted employment with full knowledge that they will be paid only daily wages and they will not get the same salary and conditions of service as other Class IV employees cannot provide an escape to the Central Govt. to avoid the mandate of equality enshrined in Article 14 of the Constitution. This Article declares that there shall be equality before law and equal protection of the law and implicit in it is the further principle that there must be equal pay for work of equal value. These employees who are in the service of the different Nehru Yuvak Kendras in the country and who are admittedly performing the same duties as Class IV employees must therefore, get the same salary and conditions of services as Class IV employees. It makes no difference whether they are appointed in sanctioned posts or not. So long as they are performing the same duties, they must receive the same salary and conditions of service as Class IV employees." Relying on this decision, learned counsel for the Petitioner argued that in this case, though the Respondent contended that the work done by the INDCOSERVE society workmen and the members of the Petitioner union are different, they have not produced even a single document to show that these workmen are working in two different works. No doubt, the workmen engaged by private contractors are doing as per the contract entered into by the contractor and the Respondent/Management, there are only four categories of workmen namely (i) unskilled; (ii) semi-skilled; (iii) skilled & (iv) highly skilled and the Respondent/Management has fixed the rate of wages as per Minimum Wages Act. Under such circumstances, it cannot be said that they are doing different works at different places. When the Petitioner examined his witness who are in INDCOSERVE society, the Respondent/Management has not nullified the evidence given by the said witness that the evidence given by them is false. Under

such circumstances, it should be presumed that both are doing the same work and they cannot be classified to do different work by different rates. Under such circumstances, the aforesaid Supreme Court decision is squarely applicable to the facts of this case. Though the II Party/Management discriminating the regular workmen and contract workmen regarding payment of wages, this case is not relating to equal wages for contract workmen on par with the regular workmen for doing the same work, on the other hand, the discrimination made by the Respondent/Management among the contract workmen themselves in payment of wages is illegal and arbitrary and amounts to unfair labour practice. Learned counsel for the Petitioner further relied on the rulings of Madras High Court in an unreported case in Central Organisation of Tamil Nadu Electricity Employees Vs. Tamil Nadu Electricity Board, wherein the Madras High Court while considering whether the Respondent/Management has to pay equal wages to the contract workmen as that of wages paid to workmen of INDCOSERVE Society, it has held that "there can be no distinction between the Petitioner/workers and the workmen engaged through INDCOSERVE which is admittedly a society comprising only contract labourers, therefore the dual stand adopted by the Respondent/Management one in favour of INDCOSERVE and the other against the Petitioner/workers who are similarly placed as INDCOSERVE employees cannot at all be justified." Learned counsel for the Petitioner relying on this decision argued that in that case the management contended that Petitioner/workers not being employed through Indcoserve cannot claim the same terms of employment, wages and allowances payable to the workers under INDCOSERVE. The INDCOSERVE is a separate body with which the Respondent has separate agreement and payment of bonus paid to them was regulated by the forum exclusively dealing with the affairs of INDCOSERVE. Therefore, the payment made to the workers under INDCOSERVE is not at all sustainable and cannot justify the claim of the Petitioners to be treated on par the INDCOSERVE employees. But, the High Court has not accepted the contention of the Respondent/Management and held the only ground on which the Petitioners are denied the benefit of bonus and ex-gratia payment as paid to the workers under INDCOSERVE, is Petitioners are contract labourers and that they cannot be equated to the regular employees of the Board or employees under INDCOSERVE which is a society with which separate agreements have been executed. This contention cannot at all be accepted for the simple reason that the employees through INDCOSERVE are also contract labourers. Further, the action of the Respondent in trying to make a distinction between the contract labour employees through INDCOSERVE on the one hand and other the contract labourers on the other hand as different cannot also be sustained. Such action of the Respondent/Management on the face of it is discriminatory, arbitrary and not based on any rationale. It also held that there is no dispute over the fact that workers'

belonging to the Petitioner union are discharging the same nature of work as by the employees through INDCOSERVE, therefore, the refusal to pay the bonus and ex gratia in the same terms as given in favour of the employees through INDCOSERVE is discriminatory and arbitrary and cannot be sustained. Learned counsel for the Petitioner relying on this decision argued that the ratio discidendi in the above case is squarely applicable to the facts of the present case and in this case, the member of the Petitioner union namely contract workers engaged by private contractors are doing the same work as that of INDCOSERVE Society members. Under such circumstances, there cannot be any discrimination among the contract workers. Further, the members of the INDCOSERVE, INDCOSERVE Society is also a contractor, though not a private/individual contractor. Under such circumstances, there must be parity among the contract workers engaged by the Respondent/Management.

13. I find much force in the contention of the learned counsel for the Petitioner. Though the Respondent/Management has distinguished the members of the Petitioner union on the ground that Contract workers are neither regular nor permanent and they will be changed according to the duration of contract and the wages are not uniform or identical, I find there is no force in the contention of the learned counsel for the Respondent because merely, a society has been formed, it cannot be said that the workers of the society are doing different work under the Respondent/Management. No doubt, the workers will do the work as per the duration of contract, it cannot be established before this Court that wages given to the contract workers by the private contractors are different. On the other hand, it is established by the Petitioner union through oral evidence that wages are uniform and identical in the case of contract workers engaged by the private contractors. No doubt, Respondent/Management has examined their officers to say that private contractors are paying more money than the minimum wages fixed by the Respondent/Management. It is only vague assertion and there is no clear cut evidence to substantiate this claim that private contractors are paying more wages than minimum wages fixed by the Respondent/Management. Under such circumstances, I find the enhancement of wages given to workers of the INDCOSERVE society should also be given to the members of the Petitioner union namely contract workers of the private contractor. Further, I find the announcement of Minister for Coal & Mines during his visit to Nayveli Lignite Corporation on 21-11-2001 to give fringe benefits to entire workmen because only when he has got impressed with the performance of Nayveli Lignite Corporation in entirety had announced the enhancement of payment of wages or stipend. Under such circumstances, this fringe benefits must also be given to workers of the private contractors who are also responsible for the performance of the

Respondent/Management Usually, the fringe benefits was paid by employers on satisfying with the performance of the employees. In this case, it is not disputed that the Minister has given this increase in wage on being impressed with the performance of the Respondent/Management as a whole. It is also admitted by management witness that the contract workmen employed through individual contractors were also responsible for the performance of the Respondent/Management. Therefore, various contract workmen employed through contractors were also equally contributing for the better performance of the Respondent/Management like any other workmen and it is established that they are doing the same work as that of the society workers and therefore, the II Party/Management cannot discriminate the contract workmen employed through various individual contractors. For these reasons, I find the Petitioner is entitled to claim the increased wages given by the circular dated 11-4-2002 to the INDCOSERVE society members. As such, I find this point in favour of the Petitioner.

Point No. 2

The next point to be decided in this case is to what relief the Petitioner is entitled?

14. In view of my foregoing findings that the demand made by the Petitioner union for equal raise in the wages of contract workmen on par with the Naiveli Lignite Corporation INDCOSERVE Society contract workmen is legal and justified, I direct the Respondent/Management to pay the increased wages to all contract workmen employed through individual contractors on par with the contract workmen employed through INDCOSERVE society with effect from the date of filing of this claim petition. No Costs.

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the Claimant	WW1 Sri P. Narayanasamy
	WW2 Sri S. Balakrishnan
For the Respondent	MW1 Sri L. Santhanakrishnan
	MW2 Sri N. Muthu
	MW3 Sri V.T. Govindaraju

Documents Marked :

For the I Party/Petitioner :

Ex.No.	Date	Description
W1	11-04-02	Xerox copy of the order of Respondent/Management Increasing wages to contract workmen of INDCOSERVE
W2	09-07-02	Xerox copy of the order of Respondent/Management To all units heads regarding minimum rate of wages
W3	03-06-03	Xerox copy of the order of Respondent/Management minimum rate wages payable to Indcoserve Society

W4	03-06-03	Xerox copy of the order of Respondent/Management regarding minimum rate wages payable to workmen through private contracts.
W5	20-06-03	Xerox copy of the order of Respondent/Management regarding minimum rate wages payable to Hosseco society
W6	16-05-02	Xerox copy of the order of Respondent/Management regarding payment of cash award to Indcoserve workmen. And contract personnel.
W7	Nil	Xerox copy of the wage slip of members of Hosseco
W8	28-06-02	Xerox copy of the strike notice given by Petitioner
W9	07-12-02	Xerox copy of the letter from Respondent to Assistant Labour Commissioner (Central)
W10	03-02-03	Xerox copy of the letter from Respondent to Assistant Labour Commissioner (Central)
W11	22-08-03	Xerox copy of the letter from Respondent to Assistant Labour Commissioner (Central)
W12	Nil	Xerox copy of the membership list of I Party Union
W13	26-08-97	Xerox copy of the certificate of registration of I Party
W14	02-08-05	Xerox copy of the wage bill of contract workmen
W15	May, 2005	Xerox copy of the wage bill of Indcoserve workmen
W16	Nil	Xerox copy of the ID card of Mr. S. Balakrishnan
W17	July, 05	Xerox copy of the wage slip of Mr. S. Balakrishnan

For the II Party/Management:

Ex.No.	Date	Description
M1	Nil	Xerox copy of the bye laws and certified standing orders
M2	Nil	Xerox copy of the bye laws and certified standing orders
M3	Nil	Xerox copy of the agreement between Respondent and Indcoserve society.

नई दिल्ली, 10 मई, 2007

का.आ. 1569.-केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, जिसके 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, निम्नलिखित कार्यालयों को अधिसूचित करती है :-

क्रम संख्या	कार्यालय का नाम	क्रम संख्या	कार्यालय का नाम
1.	क्षे. कार्यालय, नेहरू प्लेस	37.	उ.क्षे.का., तिनसुकिया
2.	उ.क्षे.का., लक्ष्मी नगर	38.	उ.क्षे.का., दार्जिलिंग
3.	उ.क्षे.का., वासी	39.	क्षे.का., जलपाईगुड़ी
4.	उ.क्षे.का., अकोला	40.	उ.क्षे.का., दुर्गापुर
5.	उ.क्षे.का., चटवा	41.	उ.क्षे.का., हावड़ा
6.	उ.क्षे.का., गुंटूर	42.	उ.क्षे.का., टीटागढ़
7.	उ.क्षे.का., वाराणस	43.	उ.क्षे.का., पार्क स्ट्रीट
8.	उ.क्षे.का., राजमंडी	44.	उ.क्षे.का., जांगीपुर
9.	उ.क्षे.का., पटनचैरु	45.	आं.प्र. संस्थान, पूर्वी क्षेत्र
10.	उ.क्षे.का., कुकटपल्ली	46.	आं.प्र. संस्थान, उज्जैन (पश्चिमी क्षेत्र)
11.	क्षे. का., बंगलौर	47.	आं.प्र. संस्थान, उत्तरी क्षेत्र
12.	उ.क्षे.का., बोममसंड्रा	48.	आं.प्र. संस्थान, दक्षिणी क्षेत्र
13.	उ.क्षे.का., के.आर.पुरम	49.	उप.आं.प्र. संस्थान, शिलांग
14.	उ.क्षे.का., बेल्लारी	50.	कार्यालय कल्याण आयुक्त बी-114, गोदावरी घवन, जटिया हिल्स, दावा नगर, अजमेर (राजस्थान)
15.	उ.क्षे.का., मैसूर		
16.	उ.क्षे.का., गुलाबगाँव		
17.	उ.क्षे.का., पीन्या		
18.	उ.क्षे.का., चिक्कमंगलूर		
19.	उ.क्षे.का., रायचूर		
20.	उ.क्षे.का., कोल्लम		
21.	क्षे.का., चैन्नई		
22.	क्षे.का., मदुरै		
23.	क्षे.का., कोयंबटूर		
24.	उ.क्षे.का., सेलम		
25.	उ.क्षे.का., वैल्लूर		
26.	उ.क्षे.का., तिरुचिरापल्ली		
27.	उ.क्षे.का., तिरुनेलवेली		
28.	उ.क्षे.का., हांवरम		
29.	उ.क्षे.का., अंबादूर		
30.	उ.क्षे.का., पांडिचेरी		
31.	क्षे.का., धुवनेश्वर		
32.	उ.क्षे.का., राउरकेला		
33.	उ.क्षे.का., ब्रह्मपुर		
34.	क्षे.का., गुवाहटी		
35.	उ.क्षे.का., शिलांग		
36.	उ.क्षे.का., अगरतला		

[सं. ई-111017/1/2006-रा.म/नी.]

शारदा प्रसाद, संयुक्त सचिव

New Delhi, the 10th May, 2007

S.O. 1569,—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union), 1976 the Central Government hereby notifies following offices, the 80% Staff whereof have acquired working knowledge of Hindi.

Sl.No.	Name of the Office
1.	Regional Office, Nehru Place
2.	S.R.O., Laxmi Nagar
3.	S.R.O., Vashi
4.	S.R.O., Akola
5.	S.R.O., Vatva
6.	Regional Office, Guntur
7.	S.R.O., Varangal
8.	S.R.O., Rajmandri
9.	S.R.O., Patancheru
10.	S.R.O., Kukatpalli
11.	Regional Office, Bangalore
12.	S.R.O., Vomamsandra
13.	S.R.O., K.R Puram

Sl.No.	Name of the Office
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| 14. | S.R.O., Vellari |
| 15. | S.R.O., Mysoor |
| 16. | S.R.O., Gulberga |
| 17. | S.R.O., Pinya |
| 18. | S.R.O., Chickmangaloor |
| 19. | S.R.O., Raichoor |
| 20. | S.R.O., Kollam |
| 21. | Regional Office, Chennai |
| 22. | Regional Office, Madurai |
| 23. | Regional Office, Koyambtoor |
| 24. | S.R.O. Selam |
| 25. | S.R.O. Vahr |
| 26. | S.R.O. Thiruchirapalli |
| 27. | S.R.O. Thirunelveli |
| 28. | S.R.O. Tambaram |
| 29. | S.R.O. Ambatur |
| 30. | S.R.O. Pondichery |
| 31. | Regional Office, Bhubaneswar |
| 32. | S.R.O. Raurkela |
| 33. | S.R.O. Bhrampur |
| 34. | Regional Office, Guwahati |
| 35. | S.R.O. Shilong |
| 36. | S.R.O. Agartala |
| 37. | S.R.O. Tinsukhia |
| 38. | S.R.O. Darjiling |
| 39. | Regional Office, Jalpaigudi |
| 40. | S.R.O. Durgapur |
| 41. | S.R.O. Hawra |
| 42. | S.R.O. Titagarh |
| 43. | S.R.O. Park Street |
| 44. | S.R.O. Jangipar |
| 45. | A.P. Institute, East Zone |
| 46. | A.P. Institute, Ujjain (West Zone) |
| 47. | A.P. Institute, North Zone |
| 48. | A.P. Institute, South Zone |
| 49. | Sub- A.P. Institute, Shilong |
| 50. | Office of the Welfare Commissioner,
B-114, Godawari Shawan, Jatia Hills, Data
Nagar, Ajmer (Rajasthan) |

[No.B-111017/1/2006-RBN]

SHARDA PRASAD, Jt. Secy.

नई दिल्ली 11 मई, 2007

का.आ. 1570.—जबकि मैसर्स विप्रो जीई मेडिकल सिस्टम लिमिटेड, बेंगलूर (कर्नाटक क्षेत्र में कोड संख्या कोएम/13962 के तहत) (इसके परचात् प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसके परचात् अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम, उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी, उक्त अधिनियम के अंतर्गत अथवा इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में कर्मचारी भविष्य निधि स्कीम, 1952 (इसके परचात् उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे अन्य भविष्य निधि लाभों का भी फायदा उठा रहे हैं।

अतः, अब, केन्द्र सरकार उक्त अधिनियम की 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और समय-समय पर इस संबंध में केन्द्र सरकार द्वारा उल्लिखित शर्तों के अधीन एतद्वारा उक्त प्रतिष्ठान को उक्त स्कीम के सभी उपबंधों के प्रचालन से 1-4-1990 से अगली अधिसूचना तक छूट प्रदान करती है।

[सं एस-35015/18/2007-एस.एस.-II]

एस. डी. जेक्सियर, अवर सचिव

New Delhi the 11th May, 2007

S.O. 1570.—Whereas M/s. Wipro GE Medical System Limited, Bangalore (under Code No. KN/13962 in Karnataka region) (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-4-1990, until further notification.

[No.S-35015/18/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली 14 मई, 2007

क्र.आ. 1571.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के उपबंधों के अनुसूची में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या क्र.आ. 4172 दिनांक 10-10-2006 द्वारा किसी भी तेल क्षेत्र जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 17 में शामिल है, को उक्त अधिनियम में प्रयोजनों के लिए दिनांक 19-11-2006 से छः मास की अवधि से अधिक के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परलुके द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 19-5-2007 से छः मास की कालावधि के लिए उपयोगी सेवा घोषित करती है।

[सं. एस-11017/10/97-आईआर (पी एल)]

गुरजोत कौर, संयुक्त सचिव

New Delhi, the 14th May 2007

S.O. 1571.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour No. S.O. 4172 dated 10-10-2006 the service in the any Oil Field which is covered by item 17 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a Public Utility Service for the purpose of the said Act, for a period of six months from the 19th November, 2006.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a Public Utility Service for the purposes of the said Act, for a period of six months from the 19th May, 2007.

[No. S-11017/10/97-IR(PL)]

GURJOTKAUR, Jt. Secy.

नई दिल्ली, 16 मई, 2007

क्र.आ. 1572.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जून, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है)

अध्याय 5 और 6 (धारा 76 की उप धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्र.सं.	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	बपरी	143	राजपुरा	पटियाला
2.	राजगढ़	147	राजपुरा	पटियाला
3.	रामनगर	148	राजपुरा	पटियाला

[सं. एस-38013/13/2007-एस.एस.-1]

एस. दो. जेवियर, अवर सचिव

New Delhi, the 16th May, 2007

S.O. 1572.—In exercise of the powers conferred by sub-section (3) of Section 1 of the employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2007 as the date on which the provisions of Chapter-IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (I) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely:—

Sl. No.	Name of the village	Had Bast No.	Tehsil	District
1.	Bapror	143	Rajpura	Patiala
2.	Rajgarh	147	Rajpura	Patiala
3.	Ramnagar	148	Rajpura	Patiala

[No. S-38013/13/2007-S.S.I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 16 मई, 2007

क्र.आ. 1573.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जून, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध हरियाणा के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्र.सं.	राजस्व ग्राम	हदबस्त संख्या	जिला
1.	पावूहेडा	49	रिवाड़ी
2.	असलवास	46	रिवाड़ी
3.	संगवाड़ी	185	रिवाड़ी
4.	ढ्योड़ी	160	रिवाड़ी
5.	खिजूरी	190	रिवाड़ी
6.	मसानी	196	रिवाड़ी

[सं. एस-38013/14/2007-एस.एस.-1]

एस. दो. जेवियर, अवर सचिव

New Delhi, the 16th May, 2007

S.O. 1573.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Haryana namely:—

Sl. No.	Revenue Village	Had Bast No.	District
1.	Patuhera	49	Rewari
2.	Asaiwas	46	Rewari
3.	Sangwari	185	Rewari
4.	Deodhi	160	Rewari
5.	Khijuri	190	Rewari
6.	Masani	196	Rewari

[No. S. 38013/14/2007-S.S.I.]

S. D. XAVIER, Under Secy.

नई दिल्ली, 21 मई, 2007

क्रा.आ. 1574.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जून, 2007 को उस

तारीख को रूप में निष्पाद करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध कर्नाटक के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

“कर्नाटक राज्य के जिला बेलगाम होबली वंचा गौड़ तालुक बेलगाम के राजस्व ग्राम देसूर, बेलगुडी, नावगे, जादशेपुर की नगर पालिका सीमाएँ।”

[सं. एस-38013/15/2007-एस.एस.-I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 21st May, 2007

S.O. 1574.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Karnataka namely:—

“Desoor, Belaguadi, Navge, Jadshepur of Hobli Uchgaon, Taluk Belgaum in the District Belgaum of Karnataka.”

[No. S-38013/15/2007-S.S.I.]

S. D. XAVIER, Under Secy.